BAL HARBOUR

- VILLAGE -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman Alejandro Levy
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota Helfman Cole & Bierman, P.L.

# Bal Harbour Village Council

2nd Budget Hearing and Regular Meeting Agenda
September 16, 2025
At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

---

*This meeting will be conducted in person. The meeting will also be broadcast on our website at https://balharbourfl.gov/government/village-clerk/minutes-and-agendas/ . Members of the public are also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.*

*BHV Who We Are, Vision, Mission, Values / The Bal Harbour Experience*
*The Bal Harbour Experience.pdf*

## CALL TO ORDER / PLEDGE OF ALLEGIANCE

## REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

## PRESENTATIONS AND AWARDS

**PA1** Proclamation Recognizing Hispanic Heritage Month

**PA2** Proclamation Recognizing National Diaper Need Awareness Week

**PA3** Proclamation Recognizing Childhood Cancer Awareness Month

**PA4** Proclamation Recognizing Breast Cancer Awareness Month

**PA5** Proclamation in Support of Hatzalah South Floridas Dedicated Emergency Response

**PA6** Presentation Cummins Cederberg Coastal and Environmental Update

## CONSENT AGENDA

### C6A - COUNCIL MINUTES

Approval of Minutes
VillageCouncilMiniRetreatMinutes_August1_2025.pdf
VillageCouncil-RegularCouncilMeetingMinutes_July15_2025.pdf

## C7A - RESOLUTIONS

**C7A** Resolution Approving FDOT Agreement for Non-Standard Improvements

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) BETWEEN BAL HARBOUR VILLAGE AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR NON-STANDARD IMPROVEMENTS WITHIN THE FDOT RIGHT-OF-WAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - FDOT MMOA ADA.pdf
Memorandum - FDOT MMOA ADA.pdf
Resolution - FDOT MMOA ADA.pdf
Attachment - Exhibit A - FDOT MMOA 10295 Collins ADA.pdf

**C7B** Resolution Authorizing FDOT Agreement Amendment for Staging Use Under Haulover Bridge

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AMENDMENT TO THE USE AND OCCUPANCY AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR PARCEL 3120 UNDER THE BAKERS HAULOVER BRIDGE TO PERMIT TEMPORARY CONSTRUCTION STAGING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - FDOT Staging Area Amendment ADA.pdf
Memorandum - FDOT Staging Area Amendment ADA.pdf
Resolution - FDOT Staging Area Amendment ADA.pdf
Attachment - Exhibit A - Amendment to FDOT Parcel 3120 Agreement ADA.pdf

**C7C** Resolution Approving One Bal Harbour Corporation MOU and Bakers Haulover Shoreline Easement

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND AGREEMENT WITH ONE BAL HARBOUR CORPORATION AND TO EXECUTE AND RECORD THE SECOND AMENDED AND CONSOLIDATED EASEMENT AGREEMENT RELATED TO TRACT E AND ADJACENT SHORELINE CRITICAL INFRASTRUCTURE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - OBH Easement and MOU Agreement ADA.pdf
Memorandum - OBH Easement and MOU Agreement ADA.pdf
Resolution - OBH Easement and MOU Agreement ADA.pdf
Exhibit A - MOU Draft 9-10-25 ADA.pdf
Exhibit B - Second Amended Easement Draft 9-10-25 ADA.pdf

**C7D** Resolution Approving Reimbursement for Kent Security Employee Retention
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION AND AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION IN THE AMOUNT OF $ 19,868.11 FOR COSTS INCURRED IN CONNECTION WITH THE RETENTION OF A KENT SECURITY SERVICES, INC. EMPLOYEE AT THE TERMINATION OF THE KENT SECURITY SERVICES CONTRACT, PROVIDED SUCH COSTS ARE APPROPRIATE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Kent Security Retention Payment ADA.pdf
Memorandum - Kent Security Retention Payment ADA.pdf
Resolution - Kent Security Retention Payment ADA.pdf
Attachment - Kent Securities Invoice ADA.pdf
Attachment - Kent Security- Agreement for Security Services ADA.pdf

## R5 - ORDINANCES

## SECOND BUDGET HEARING

### R7 - BUDGET RESOLUTIONS

**R7A**Resolution Adopting Final Millage Rate
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Adopting Millage Rate - 2026 ADA.pdf
Memorandum - Adopting Millage Rate - 2026 ADA.pdf
Resolution - Adopting Millage Rate - 2026 ADA.pdf

**R7B** Resolution Approving & Adopting Final Operating Budget
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2025-26; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - FY 2025-26 Final Operating and Capital Budget ADA.pdf
Memorandum - FY 2025-26 Final Operating and Capital Budget ADA.pdf
Resolution - FY 2025-26 Final Operating and Capital Budget ADA.pdf
Attachment - Exhibit A - Revenue and Expenditure Authority by Fund.pdf

## REGULAR COUNCIL MEETING AGENDA

### R7 - REGULAR COUNCIL MEETING RESOLUTIONS

**R7C** Resolution Accepting FDEP Grant Award for Harbourfront Park Shoreline Resilience

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF FISCAL YEAR 2024-2025 STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN FUNDS, THROUGH AN AGREEMENT (#25SRP17) WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FOR THE HARBOURFRONT PARK SHORELINE RESILIENCE PROJECT, IN THE GRANT-FUNDED AMOUNT OF EIGHT MILLION DOLLARS ($8,000,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - FDEP Grant Award Agreement ADA.pdf
Memorandum - FDEP Grant Award Agreement ADA.pdf
Resolution - FDEP Grant Award Agreement ADA.pdf
Exhibit A - FDEP Grant Agreement No. 25SRP17 ADA.pdf

**R7D** Resolution Approving FDOC Grant Agreement for Fire Access Path Restoration

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF STATE APPROPRIATION FUNDS THROUGH A GRANT AGREEMENT (HL300) WITH THE FLORIDA DEPARTMENT OF COMMERCE, FOR THE FIRE ACCESS PATH RESTORATION PROJECT, IN THE GRANT-FUNDED AMOUNT OF SIX HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS ($655,125); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - FDOC Grant Agreement ADA.pdf
Memorandum - FDOC Grant Agreement ADA.pdf
Resolution - FDOC Grant Agreement ADA.pdf
Attachment - Exhibit A - FDOC Fire Access Grant Agreement Draft ADA.pdf

**R7E** Resolution Accepting FDOT Grant Award for Freebee Transit Operations

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS ($70,000) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)- YEAR TWO , FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THEYEAR TWO AWARD FROM FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Freebee Grant Year 2 ADA.pdf
Memorandum - Feebee Grant Year 2 ADA.pdf
Resolution - Feebee Grant Year 2 ADA.pdf
Attachment - Department Of Transportation Agreement ADA.pdf

**R7F** Resolution Authorizing Vehicle Purchases for Police, Building, and Public Works

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE VILLAGE POLICE DEPARTMENT IN THE AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED AND EIGHTY-FIVE DOLLARS ($248,685); APPROVING THE PURCHASE OF A UTILITY TERRAIN VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF THIRTY-TWO THOUSAND ONE HUNDRED AND EIGHTY-NINE DOLLARS ($32,189); APPROVING THE LEASE PURCHASE OF TWO VEHICLES FOR PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF THIRTY-ONE THOUSAND SEVEN HUNDRED AND SEVENTY-THREE ($31,773) ANNUALLY FOR FIVE YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Village Fleet Purchase ADA.pdf
Memorandum - Village Fleet Purchase ADA.pdf
Resolution - Village Fleet Purchase ADA.pdf
Attachment - Quote 2026 Ford Expedition 4x2 & 2026 Ford F-150 - Police ADA.pdf
Attachment - Quote 2025 Kawasaki KWT1000 - Building ADA.pdf
Attachment - Open End Lease 2026 Ford F-250 4x4 & Ford F-150 â€" Public Works ADA.pdf
Attachment - Bradford County Sheriffâ€™s Contract ADA.pdf

**R7G** Resolution Approving Amendment to Waste Connections Solid Waste, Recycling, and Bulk Collection Agreement

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE FIRST AMENDMENT TO THE AGREEMENT DATED NOVEMBER 27, 2017, BETWEEN BAL HARBOUR VILLAGE AND PROGRESSIVE WASTE SOLUTIONS OF FLORIDA, INC. D/B/A WASTE CONNECTIONS OF FLORIDA FOR RESIDENTIAL SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Item Summary - Waste Connections ADA.pdf
Memorandum - Waste Connections ADA.pdf
Resolution - Waste Connections ADA.pdf

**R7H** Resolution Approving Professional Service Agreement with Tourism Representative - United States & Canada

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH SUZANNE CORBO FOR A ONE -YEAR TERM AS THE VILLAGES SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR THE UNITED STATES AND CANADA IN THE AMOUNT NOT TO EXCEED $57,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Tourism Professional Service Agreements ADA.pdf
Memorandum - Tourism Professional Service Agreements ADA.pdf
Resolution - Tourism Professional Service Agreement - Suzanne Corbo ADA.pdf
Attachment - Agreement U.S. Canada - Suzanne Corbo ADA.pdf

**R7I** Resolution Approving Professional Service Agreement with Tourism Representative – Brazil

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH FLAVIA PACHECO GIULIANO FOR A ONE -YEAR TERM AS THE VILLAGES SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED $40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Tourism Professional Service Agreements ADA.pdf
Memorandum - Tourism Professional Service Agreements ADA.pdf
Resolution - Tourism Professional Service Agreement - Flavia Pacheco Giuliano ADA.pdf
Attachment - Agreement Brazil PR - Flavia Pacheco - SPOKE COMUNICACAO.pdf

**R7J** Resolution Approving Professional Service Agreement with Tourism Representative – Brazil

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH MARCIA CHIOTA FOR A ONE-YEAR TERM AS THE VILLAGES SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED $36,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Tourism Professional Service Agreements ADA.pdf
Memorandum - Tourism Professional Service Agreements ADA.pdf
Resolution - Tourism Professional Service Agreement - Marcia Chiota ADA.pdf
Attachment - Agreement Brazil Sales - Marcia Chiota - ON REQUEST ADA.pdf

**R7K** Resolution Approving Professional Service Agreement with Tourism Representative - Argentina & Chile

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH CARMEN FLORIO FOR A ONE-YEAR TERM AS THE VILLAGES SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR ARGENTINA AND CHILE IN THE AMOUNT NOT TO EXCEED $40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Tourism Professional Service Agreements ADA.pdf
Memorandum - Tourism Professional Service Agreements ADA.pdf
Resolution - Tourism Professional Service Agreement - Carmen Florio ADA.pdf
Attachment - Agreement Argentina & Chile - Carmen Florio - DLX REP ADA.pdf

**R7L** Resolution Approving Professional Service Agreement with Tourism Representative – Mexico

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH ANOTHER COMPANY FOR A ONE -YEAR TERM AS THE VILLAGES SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR MEXICO IN THE AMOUNT NOT TO EXCEED $40,000 ANNUALLY;

PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Tourism Professional Service Agreements ADA.pdf
Memorandum - Tourism Professional Service Agreements ADA.pdf
Resolution - Tourism Professional Service Agreement - Another Company ADA.pdf
Attachment - Agreement Mexico - Another Company - ACCOMS LATAM ADA.pdf

## R9 - NEW BUSINESS AND COUNCIL DISCUSSION

**R9A** Discussion Item - Update on Recovering Waterfront Park Funds - Councilman Buzzy Sklar
Update on Recovering Waterfront Park Funds - Councilman Buzzy Sklar ADA.pdf

**R9B** Discussion Item - Update on Waterway Delineators at Problem Areas - Councilman Buzzy Sklar
Update on Waterway Delineators at Problem Areas - Councilman Buzzy Sklar ADA.pdf

**R9C** Discussion Item - Senate Bill 180 Challenge - Village Attorney Susan Trevarthen
Senate Bill 180 Challenge - Village Attorney Susan Trevarthen ADA.pdf
Attachment - Item Summary - SB 180 Suit DRAFT ADA.pdf
Attachment - Memorandum - SB 180 Suit DRAFT ADA.pdf
Attachment - Resolution - SB 180 Suit DRAFT ADA.pdf
Attachment - 2025-190, SB 180 Highlighted.pdf

### R9D - PUBLIC COMMENT

## R10 - VILLAGE MANAGER'S REPORT

## R11 - VILLAGE CLERK'S REPORT

**R11A** Lobbyist Report
R11A1_Lobbyist Registration Report as of September10_2025.pdf

## R12 - VILLAGE ATTORNEY'S REPORT

**R12A** Village Attorney Report
Monthly Attorney Report August 2025 ADA.pdf

## END OF REGULAR AGENDA

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees. The New Business and Council Discussion Section includes a section for Public Comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action.

Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose,

may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

All persons who need assistance or special accommodations to participate in virtual meetings please contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

BAL HARBOUR

- VILLAGE -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman Alejandro Levy
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota Helfman Cole & Bierman, P.L.

# Bal Harbour Village Council

Mini Retreat Minutes
August 1, 2025
At 9:00 AM

Bal Harbour Waterfront Park • Community Center,
2nd Floor, Sapphire Room • 18 Bal Bay Dr. • Bal Harbour, 33154

**CALL TO ORDER –** Mayor Freimark called the Retreat to order at 9:10 AM.

The following were present:

Mayor Jeffrey Freimark
Vice Mayor Seth Salver
Councilman Alejandro Levy
Councilman Buzzy Sklar
Councilman David Wolf

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney
Ramiro Inguanzo, Assistant Village Manager

Mr. Gonzalez reviewed the proposed topics for discussion Village Priorities, Live Local Litigation Update, Stormwater Fund/Fee, Harbourfront Park Update, Village Hall Update and Institutional Uses at Waterfront Park Policy and asked Councilmembers for additional discussion items that they would like to have added to the agenda.

Council Sklar said that he would like to discuss sargassum removal from the beach and sand bar boat anchoring activities.

Councilman Levy said that he would like to discuss what he proposed as a mini-park/playground located just outside the Gated Community on Harbour Way.

## Village Priorities

Mr. Gonzalez provided a review of the Village's mission and vision, after which he described the elements of the Bal Harbour Experience that the Village uses to guide its strategic planning, and under which all actions by the Council and Staff are guided. He

then presented the 2025 List of Priorities that had been agreed upon at the Council's February 2025 Retreat.

| 2025 Ranking | Project/Activity |
|---|---|
| 1 | Bal Harbour Shops Negotiations, Litigation, Legislative Advocacy, Administering DA, and Expansion Construction |
| 2 | Harbourfront Park/Cutwalk – Negotiate GMP and Commence Construction |
| 3 | New Village Hall Basis of Design Report (BODR) and begin Development of CDs |
| 4 | Sustain Traffic Mitigation, Community Policing, Presence and Enforcement |
| 5 | Utility Infrastructure Projects (5a; 6a, 6b; 7) |
| 6 | "State Preemption of Chapter 80" Ordinance |
| 7 | Beach Renourishment - Advocacy and Coordination of Project Execution |
| 8 | Tourism Strategic Plan |
| 9 | Assist Gated Community with FPL |
| 10 | Planning Study on West Side Collins Avenue; Tahoma Parcel |

**Live Local Litigation Update**

Mr. Gonzalez provided an update on the Bal Harbour Shops Live Local application and litigation. Ms. Trevarthen reported on Florida House and Senate bills, saying that Village's ordinances remain but are affected, with new preemption on law coverage. She said that Bal Harbour Shops project can no longer go to the Architectural Review Board, as the statute excludes review hearings, making the process administrative, and she added that a 15% parking reduction was now required due to two nearby bus stops.

Mr. Gonzalez next introduced discussions regarding two capital projects, the Harbourfront Park and the New Village Hall.

**Harbourfront Park Project Update**

Matilde Reyes, Director of Capital Planning, began by providing a presentation on the Harbourfront Park project, saying that the Jetty was getting close to the beginning the construction phase, with Whiting Turner as the construction manager. She said that Ebsary Foundation, the initial marine subcontractor, withdrew, requiring a replacement that could lower costs.

Mr. Gonzalez said that the project had taken years of coordination with FDOT, DERM, the Army Corps, and DEP. He said FDOT approved staging under the bridge but tried to assign extensive stormwater obligations, which the Village refused. He said that DERM's lapsed permit could be renewed administratively. He said that easements were secured from multiple entities, including a complex agreement to expand rights from 15 to 50 feet, aligning with Miami-Dade County's, plus a final County easement for ownership and maintenance of the jetty.

He said funding included a $2 million FIND grant, and an $8 million DEP Resilient Florida grant, of which DEP challenged $5 million as ineligible, classifying the structure as a jetty, and that the Village countered that it was a classification of a breakwater or a seawall, supported by engineering reports showing its storm protection role.

He said that the beginning of construction depended on utility coordination, final agreements, subcontractor selection, and grant resolution and that a GMP approval was targeted for beginning of 2025 He said that the FY 2025 budget allocated $25 million toward a total estimated $30–32 million cost, to be funded by Resort Tax and State grants, and if DEP's full grant was restored, total funding would reach $36 million.

## New Village Hall Project Update

Mr. Gonzalez introduced the new Village Hall project with design team members David Babb (Wannemacher Jensen Architects, LLC) and Rafael Labrada (Wolfberg Alvarez and Partners). Ms. Reyes reported that the Fairfield site was returned to the Village, environmental reviews completed, and attorneys finalizing termination and release documents. Mr. Gonzalez said that developer contributions were estimated at $21.5M, with programming underway and preliminary floor plans fitting 30,000 sq. ft. of program space, a Council chamber, police department, and 100 parking spaces. He said that a zoning review and possible variance filings were planned, with the basis of design due in near the end of the year.

Mr. Babb outlined site constraints, including FEMA's 13-ft elevation requirement, proposing an elevated building with a shaded civic plaza for events, integrated landscaping, and a glass-walled council chamber near ground level. He said that parking would have secure separation for police, and an atrium could improve interdepartmental communication, though a single shared lobby was preferred for efficiency.

Mr. Gonzalez proposed triangular easement on Bal Cross triangular easement as a possible cantilever opportunity to improve efficiency, to which Ms. Trevarthen said cantilevering could be allowed if easement rights and access were preserved.

Councilman Sklar said that he supported reducing sharp angles for a more usable space and a modern look. He expressed his concern for traffic congestion near Bal Harbour Shops, to which Ms. Reyes said that a traffic engineer would review options.

Councilman Wolf cautioned against excess public space given limited population growth, while Sklar favored maximizing public benefit indoors and outdoors.

Mr. Gonzalez said that the cost was estimated at $30–$34M, with structured parking as a major driver. He said that funding would come from $4.9M in developer contributions (including investment earnings), $2.8M in future Truist lease payments, and capital reserves.

Councilman Sklar asked when renderings would be ready, to which Mr. Babb responded that they could be ready within a month.

Councilman Wolf questioned higher costs compared to Golden Beach's $15M facility and suggested cost benchmarking. Ms. Reyes said that higher coastal construction costs (~$500/sq. ft.), COVID-era price spikes, and the project's multi-use design contributed. Vice Mayor Salver noted Bay Harbor Islands' plan to offset costs with a Fresh Market tenant.

A general discussion ensued regarding façade treatments to hide the garage mentioning Miami Beach examples, along with a possible distinctive ground-level feature.

Mr. Babb said that public input sessions on exterior design and public spaces were planned in the next 2 to 3 months. He said the programming called for ~30,000 sq. ft. interior space, 100 parking spaces, and efficient departmental adjacencies. He noted that a triangular Bal Cross corner could be used for cantilevered space or as an architectural focal point. He said that the plaza and Council chamber were designed for combined indoor–outdoor events, with landscaping tying into South Florida's character and screening service areas.

Mr. Gonzalez said that the GMP was expected for Council approval in Dec.–Jan., with mobilization immediately after.

There was general agreement for pursuing cost benchmarking, public engagement on exterior design, and transparent communication of budget and benefits to residents. There was also agreement for plans to include cantilevering upper floors over the Bal Cross easement, reducing sharp angles, preserving key setbacks, and connecting a shaded civic plaza to Collins Avenue.

The Council took a 5-minute break at 11:40 AM.

## **Stormwater Fund/Fees**

Mr. Gonzalez presented the Utility Infrastructure Improvements Project (UIIP) saying upcoming work includes Projects 5B, 5C, and Project, the reconstruction of the Harbour Way Stormwater Pump Station, which is scheduled for late 2025 at a cost of $7.32 million. He said additional phases (6a, 6b, and 8) are planned at an estimated cost of at least $10 million. He said that funding sources to date include State grants totaling over $3.88

million, $2.6 million from the Village's General Fund Stormwater Reserves, and an $838,000 advance from the General Fund, adding that unfunded needs remain.

He said that the Village had considered whether to finance the stormwater system entirely through user fees, a special assessment, or a combination approach and the Balmoral Group had been engaged to develop a fee schedule and had created an approach that would apply to all properties using lot size as the basis for cost allocation calculated with a stormwater assessment unit (SAU) instead of an equivalent rate unit (ERU).
He said that under this method, annual stormwater system costs would be $480,000, rising 5% yearly, with 51% allocated to Gated Residential properties and 49% outside. He said the rate was about $787 per SAU ($65.60 monthly) for single-family homes, and $4.26 per SAU monthly for multi-family units.

He said that if the Council agreed with the methodology, he was also seeking guidance from the Council on whether billing should be done through a yearly assessment or via a utility bill. A general discussion ensued with a consensus to utilize the SAU methodology and a utility bill.

The Council recessed for lunch at 1:15 PM and reconvened at 1:40 PM.

**Institutional Uses at Waterfront Park Policy**

Mr. Jorge Gonzalez introduced the item describing the current categories and fees for renting Community Center spaces, which include the Emerald Room, the Sapphire Room, and outside, the terrace, the public dock area, and the basketball court. He reviewed the fee schedule and noted that in the past, the Council had created a reduced-rate option for children's birthday parties.

Alyssa Henriquez, Recreation Manager, listed the rental categories for the Community Center including Category One, which applies when a Bal Harbour resident rents the space for personal use; Category Two, which covers rentals by nonprofit or community organizations; and Category Three, which applies to for-profit or commercial entities. She explained the overtime cost structure for staff, stating that they currently charge $100 per hour for two employees ($50 per person) when events go past 8:00 p.m., which is after the facility closes

Mr. Gonzalez described a prior rental in which a resident initially presented the event as a family gathering during the high holy days, but it later became apparent it was an institutional event by the Sephardic Center. He said that the event took place over multiple days, and although only one room was rented, the activities spread throughout the facility, contrary to normal restrictions limiting use to the rented space.

He said that Staff's recommendation was to avoid renting to institutional users; however, if such rentals were allowed, he said measures might include limiting use to one indoor and one outdoor space, capping the number of days and events per year, setting specific

usage hours, applying premium rates on holidays and that nonprofits hosting ticketed events be charged at the for-profit rate.

Councilman Sklar questioned whether a renter who misrepresented their intended use in the past should be allowed to rent again.

Mayor Freimark asked about security requirements, to which Mr. Gonzalez said there was no standard requirement for certain organizations except for events serving alcohol, which require an off-duty village police officer.

Councilman Wolf indicated his prior support for allowing holiday rentals was not specific to a synagogue and reiterated the need for consistent restrictions for any user.

Councilman Sklar said that the group in question lacked its own facility and could potentially rent the Center regularly unless limits were established.

Vice Mayor Salver noted that the prior year's event created a precedent and generated calls from residents questioning fairness if the space was later denied.

Mayor Freimark cautioned that permitting the same group could be perceived as favoritism, regardless of facts.

A general conversation ensued on whether to blackout holiday rentals or allow them at premium rates, and if restrictions should also apply to non-holiday dates.

They considered a two-space limit per event, except for Category One (resident personal) events, with Categories Two and Three restricted to one indoor and one outdoor space. Options included basing limits on occupancy, requiring floor plans, and allowing Category One more flexibility than institutional users.

They reviewed maximum rental durations, with the standard being five hours, and considered whether to allow additional hours for Category One events at proportional rates, while limiting Categories Two and Three strictly to five hours. The idea of limiting recurring rentals per year and consecutive rental days was raised, with proposals for Category Two and Three institutions to be capped at four events per year, each lasting no more than three days.

They discussed whether to retain separate nonprofit and for-profit categories or merge them into a single non-resident institutional rate, with Sklar suggesting all institutional users pay the higher rate given the facility's lower costs compared to other venues. Holiday rentals for Categories Two and Three remained unresolved, though premium rates and security requirements were generally supported if allowed.

The council agreed to merge the former nonprofit (Category Two) and for-profit (Category Three) groups into a single non-resident institutional category, with all such users paying

the higher "Category Three" rate, and to keep Category One, for resident personal use, the least restricted.

The agreed that for holiday rentals, Category One will have no blackout dates and may rent on holidays with premium pricing and that institutional users in the combined category may also rent on holidays, but only at premium rates and with required security, such as an off-duty police officer.

They also agreed that space use will be limited to a maximum of two areas per event—one indoor and one outdoor—for institutional rentals, while Category One will have greater flexibility, and that the standard rental duration will be five hours, with additional hours available at premium hourly rates, suggested at $1,000 or more, to cover costs, and that for multi-day events, daily limits will still apply.

Finally, the council agreed to allow a specific upcoming rental under these terms, with formal ratification of the fees and rules to occur in a future resolution.

## Sargassum Removal

Julio Magrisso, Director of Public Works and Beautification provided an update on efforts to manage the heavy accumulation of sargassum seaweed the beach. He described the current two-tier system: the County contracts with Beach Raker to fully remove seaweed from designated hot spot areas. while for the rest of the beach, County crews use their own equipment to rake and churn the sargassum back into the sand.

He said that this year the County secured a special exemption from the Florida Department of Environmental Protection and Florida Fish and Wildlife to push the seaweed north toward the Beach Raker zone for removal.

Councilman Sklar suggested that the Village to take a more proactive approach by hiring Beach Raker directly to service the entire beach noting that keeping the beach clear aligns with the Village's beautification goals and protects its most valuable asset.

The Council acknowledged the potential high costs involved and the reality that sargassum removal is a continuous process and recognized the need to weigh the budget impact and possibly integrate a year-round maintenance contract into future planning.

## Boat Anchoring

Councilman Sklar described how boats frequently anchor close to shore—sometimes as little as 40 feet away—particularly near Indian Creek. He proposed installing buoys to create a marked no-anchoring-zone between the shoreline and the Village's jurisdictional boundary in the water, similar to existing ocean swim-only zones in order to push boats at least 200 feet offshore.

He also suggested reviewing the Village's noise ordinance fines for boat parties, which he believed were currently too low to be a deterrent. Ms. Trevarthen clarified that State law caps certain fines but confirmed that enforcement rules could still be strengthened within those limits.

There was a general consensus to have the Police Chief research enforcement logistics and bring back options for code changes, buoy placement, and signage.

## Mini-Park Proposal

Councilman Levy suggested the idea of creating a small resident-focused park or playground in an underutilized green space near Collins Avenue.

Mr. Gonzalez noted that the Village owns an open area that is sometimes used for art installations and that could be repurposed as a family-friendly amenity. He suggested that, if developed, the space would likely need fencing, hard surfacing, and other safety features, given its proximity to the street.

Vice Mayor Salver said that it would function as a resident park where people could walk from nearby homes, rather than a destination requiring parking.

Councilman Sklar mentioned that a farmers' market had previously been held there, and the location already has ADA-compliant access.

There was general agreement that the concept, requiring further planning, could add recreational value for local families.

**ADJOURNMENT**: The Retreat was adjourned at 3:15 PM.

_____
Mayor Jeffrey Freimark

Attest:

_____
Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman Alejandro Levy
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota Helfman Cole & Bierman, P.L.

# Bal Harbour Village Council

Regular Meeting Minutes
July 15, 2025
At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

*This meeting was conducted in person. The meeting was also broadcast on our website at https://balharbourfl.gov/government/village-clerk/minutes-and-agendas/ . Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.*

**CALL TO ORDER/ PLEDGE OF ALLEGIANCE** – Mayor Freimark called the meeting to order at 6:47 P.M. following the General Employees' Retirement Board Meeting.

The following were present:
Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman Alejandro Levy
Councilman Buzzy Sklar
Councilman David Wolf

Also present:
Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

The Pledge of Allegiance was led by Mayor Freimark.

Mayor Freimark requested a moment of silence to honor the victims and all those affected by devastating floods in central Texas Hill Country that occurred during the Fourth of July weekend.

## REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Councilman Levy requested that a discussion item be added to the Agenda regarding the use of the Waterfront Park Community Center by the Sephardic Center. There was a general consensus to add it as Agenda Item R9B and change the Public Comment item to Agenda Item R9C.

## PRESENTATIONS AND AWARDS

**PA1** Recognition of the Letter of Friendship Between Bal Harbour Village and Majdal Shams

Mayor Jeffrey Freimark introduced ceremonial declaration establishing a formal gesture of friendship between Bal Harbour Village and the Majdal Shams Druze community in Israel's Golan Heights.

He described a recent trip to the Golan Heights he met Sheikh Taher Abu Salah, a Druze religious leader, and his son, Murhaf Abu Salah. He said that the meeting took place at a soccer field which was the site of a Hezbollah rocket attack on July 27, 2024, that claimed the lives of 12 children and teenagers. He emphasized the shared values of peace between Bal Harbour and Majdal Shams.

**PA2** Florida Legislative Session Recap Presentation

Mayor Freimark introduced Florida State Senator Shevrin Jones who provide a legislative update following the conclusion of the 2025 Florida legislative session in which he said he had filed 23 bills. Senator Jones described SB 14, which provided $1.7 million in compensation to the family of Javier Peña, a recreational leader who drowned due to municipal negligence, SB 26 which provided protection for the privacy and safety of elected officials, and SB 1174] which addressed the portability of foster care licenses.

Senator Jones said that his office submitted around 100 funding requests on behalf of municipalities and organizations in his district, 36 of which were included in the final budget passed by the legislature. He confirmed that Bal Harbour Village received full funding for its two submitted requests, $655,000 for the cutwalk and fire access restoration project, and $333,000 for the stormwater pump station.

**PA3** Florida Department of Transportation Presentation

Mayor Freimark introduced Ramon Sierra, Florida Department of Transportation (FDOT) District Six Traffic Operations Office, who provided an update of ongoing transportation-related issues. He explained that a crosswalk had been added on the south side of that intersection as part of a Harding Avenue resurfacing project. He said that the construction of the new crosswalk coincided with the seasonal arrival of seasonal residents, which contributed to a noticeable increase in traffic congestion.

Mr. Sierra stated that FDOT had collaborated with the municipalities of Bal Harbour, Surfside, and Bay Harbor Islands, as well as with Miami-Dade County, to analyze and address the congestion. He said that drones were utilized to monitor and pinpoint the

cause of the congestion and that the primary cause of backups was found to be the traffic signal timing at Byron Avenue, not the newly added crosswalk. He reported that after retiming the signals, travel time along 96th Street improved by nine percent between February and April 2025.
Councilman Sklar questioned the decision to reintroduce the crosswalk, stating that traffic had flowed well for 15 years without it, to which Mr. Sierra responded that pedestrian activity at that location justified the need for the crosswalk. Councilman Sklar asked specifically how much signal time had been added to accommodate the crosswalk, to which Mr. Sierra said there was additional time needed but that he could not provide the exact amount.

Mr. Sierra said that FDOT would continue to monitor the situation and would evaluate it again during the upcoming season. He noted that a right-turn-on-red restriction is currently in place for eastbound traffic at the intersection, but FDOT plans to replace the static sign with an electronic version that would activate only when pedestrians are present.

Councilman Wolf asked what the nine percent reduction in travel time represented, to which Mr. Sierra said that it reflected the change in travel time from West Bay Harbor Drive to Harding Avenue, comparing February to April 2025. Councilman Wolf said that the reported travel times seemed shorter than the actual experience, to which Mr. Sierra acknowledged that travel times vary and stated that during peak morning hours in February 2025, travel time was as high as 5.1 minutes and had improved to as low as 3.7 minutes by April.

Vice Mayor Salver asked whether FDOT was looking into broader signal synchronization efforts on 96th Street and Collins Avenue, to which Mr. Sierra explained that Miami-Dade County operates the signals and is in the process of deploying smart signals across the county. He said these signals offer more flexibility in adapting to real-time traffic demand but could not provide a timeline or priority ranking for deployment in Bal Harbour.

Councilman  Sklar said that cars waiting to make U-turns at the Bal Bay entrance block traffic and cause backups on the frontage road, to which Mr. Sierra confirmed that FDOT had extended delineators in the area by 40 feet and was replacing damaged ones. Vice Mayor Salver suggested that signage be installed to redirect drivers to a safer U-turn location at the next traffic signal.

**PA4** Tourism and Resort Tax Overview Presentation

Mr. Inguanzo presented a mid-year Resort Tax and Tourism update saying that the report covered the first eight months of the fiscal year through the end of May 2025, adding that Resort Tax revenues were performing well and represented the second-highest collection total for that period.

He presented a budget allocation breakdown, noting that approximately one-third of the Resort Tax budget goes toward tourism and marketing efforts, another third toward

beautification and green space maintenance, about a quarter toward special and community events, and eight percent toward safety-related tourism services.

He presented data collected by the Greater Miami Convention and Visitors Bureau (GMCVB) showing that for May 2025, the combined Bal Harbour–Surfside market had a revenue per available room (RevPAR) that was 2.6 percent higher than in May 2024. He said that year-to-date RevPAR was up 8.1 percent compared to the same period the previous year, outperforming other markets such as Coconut Grove (6.5 percent) and Aventura–Sunny Isles Beach (6.4 percent). He said that in May 2025, Bal Harbour–Surfside's average room rate was 3% higher than the previous year at $781 while year-to-date rates were slightly lower by $3.25, and occupancy rose 8.5%.

He said that in June 2024, the Council adopted Bal Harbour's Tourism Strategic Plan, developed with Ernst & Young, which had six focus areas: tourism partnerships, data analytics, marketing, experience development, event facilitation, and public art.

He said that in May 2025, the Village had established its first Sister City relationship with Majdal Shams in Israel and was exploring similar partnerships in the UK, France, and Italy.

He noted that in collaboration with the GMCVB, the Village had expanded marketing in the UK and France, leading to its first UK influencer visit and FAM trip scheduled for September.

He provided an update of Bal Harbour Shops restaurants which included the temporary closures of Abba and Le Zoo to be replaced by Star Steakhouse and China Grill, expected to reopen by the holiday season. He said that the Village had hired The Shade Group for a summer PR campaign targeting the local market, including digital promotions, influencer partnerships, Miami Spice participation, and social media content.

He said that in looking ahead, 2026 events will include the United States' 250th anniversary and Bal Harbour's 80th anniversary, with proposed year-long programming and branding.

He reported that, as of mid-July 2025, the tourism website had recorded 347,000 user sessions, social media accounts had surpassed 127,000 followers, and advertising had generated nearly 500,000 clicks and 12.3 million impressions.

He said that the Village's contract with Tourism Economics, which had started in December 2024, had faced challenges with small sample sizes due to data sharing and mobile carrier limitations and that EY and the vendor were working to improve data quality.

Councilman Sklar requested a separate meeting on the data issues.

**PA5** Parks and Recreation Month Proclamation and Presentation

Mayor Jeffrey Freimark read a proclamation recognizing July 2025 as Parks and Recreation Month in Bal Harbour Village.

Sylvia Flores, Director of Recreation, Arts, and Culture, provided gave a biannual departmental report saying that that 2,455 residents had registered for the Village's All-Access Card since the park's opening for which usage statistics showed an average of 375 unique entries per month. She clarified that this number underrepresents actual use, as families often enter together under one swipe, and the system does not capture usage during the Sabbath, when electronic devices are not used. She said that steady increases in participation had occurred in adult and senior programs and noted that there was a goal to expand offerings for teenagers aged 12 to 17.

She reported that three park facilities—Emerald (first floor), Sapphire (second floor), and the third-floor terrace—are available for resident rentals, with the first and third floors used most often. She said that the splash pad had opened in June 2025 and operates daily from 10:00 a.m. to 7:00 p.m.

She described the programming which included monthly movie nights, concerts, museum tours, large seasonal events such as the Fall and Spring Festivals, holiday lighting, and Independence Day celebrations, as well as cultural series like "Sunlit Palette" and "Unscripted Chats." She said that events in early 2025 included a sold-out culinary program with chef Adeena Sussman, a planned September 9 event with chef Ruhama, "Tea and Cinema in the Garden" with Fleurs de Villes, and two temporary art installations.

She described Independence Day programming which had featured a family picnic with 390 residents and a beachfront event, "Stars and Sweets by the Sea." She said that the increase in participation was due to stronger communication with local hotels.

She said that her department oversees printed and digital outreach, including flyers, email newsletters to 3,500 recipients, the Village website with over 100 active pages, and social media. She noted that the Village's Instagram account, which had launched in May 2023, surpassed 2,000 followers, reflecting a 63% annual increase. She said that her department also manages the wireless emergency notification system, which has 2,000 enrolled contacts.

She described a new fitness membership program, the Bal Harbour Total Wellness Club, which had launched in May and led to a 78 percent increase in class participation for May and June compared to last year. She said that her department had also added park seating, umbrellas for shade, indoor fitness equipment, an indoor play area, and a resident lending library called the "Book Haven."

**CONSENT AGENDA**

**C6 - COUNCIL MINUTES**

**C6A** Bal Harbour Village Council Meeting Minutes - June 17, 2025

**C7 - CONSENT AGENDA RESOLUTIONS**

**C7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE BAL HARBOUR POLICE DEPARTMENT TO ENTER INTO A STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO SIGN FUTURE MUTUAL AID AGREEMENTS WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**C7B** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ADDITIONAL SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., (CMA) FOR THE PROVISION OF PROFESSIONAL ENGINEERING, SERVICES FOR THE STORMWATER CONNECTIVITY IMPROVEMENTS AND ASSOCIATED WORK RELATED TO THE UTILITIES INFRASTRUCTURE IMPROVEMENTS PROJECT PHASES 5(B), 5(C) BAL BAY DRIVE STORM WATER CONNECTIVITY AND STORMWATER PUMP STATION REHABILITATION, AS SPECIFIED WITHIN CMA PROPOSAL NO. P19.453.004AS07 IN THE AMOUNT NOT TO EXCEED FORTY FOUR THOUSAND NINE HUNDRED TWENTY DOLLARS ($44,920) DOLLARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**C7C** A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIALS APPROVAL OF THE UNITY OF TITLE SUBMITTED BY BH ELENA LP; TO COMBINE UNITS 807 AND 809 LOCATED IN THE OCEAN FRONT DISTRICT AT 10295 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Councilman Sklar had stepped off the dais at 8:28 PM

**MOTION: A Motion to approve the Consent Agenda was moved by Vice Mayor Seth E. Salver and seconded by Councilman David Wolf.**

**VOTE: The Motion passed by unanimous voice vote (4-0).**

Councilman Sklar returned to the dais at 8:29 P.M.

## R5 - ORDINANCES

**R5A** AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING ARTICLE II LOCAL BUSINESS TAX OF CHAPTER 9 BUSINESS REGULATIONS AND BUSINESS TAX OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES; PROVIDING FOR AN INCREASE IN CERTAIN BUSINESS TAXES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the State of Florida regulates that municipalities may increase business tax rates only once every two years and by no more than five percent. He described the proposed increase as modest but necessary to keep the Village's fees current with inflation and comparable to neighboring municipalities.

There were no comments from the public.

**MOTION: A motion to approve the ordinance on first reading was moved by Vice Mayor Seth E. Salver and seconded by Councilman David Wolf.**

| ROLL CALL | VOTE |
|---|---|
| Mayor Jeffrey P. Freimark | **Yes** |
| Vice Mayor Seth E. Salver | **Yes** |
| Councilman Alejandro Levy | **Yes** |
| Councilman Buzzy Sklar | **Yes** |
| Councilman David Wolf | **Yes** |

**VOTE: The Motion passed by unanimous roll call vote (5-0).**

## R7 - RESOLUTIONS

**R7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME, AND PLACE FOR THE FIRST BUDGET HEARING FOR FISCAL YEAR 2025-26; AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the resolution was part of the annual budget process, and noting that the Village had received the July 1 preliminary tax roll and that Florida law requires local governments to adopt a proposed millage rate by July 31 each year. He said that the rate adopted in this resolution sets the ceiling for what the Village can ultimately approve at final budget adoption in September, and that while the Village could reduce the millage later in the process, it could not raise it above this tentative rate without going through a separate process.

He recommended that the Council maintain the same millage rate as the prior year: 2.1439 mills, 1.9654 mills for general operating services and an additional 0.1785 mills to fund legal expenses related to the Bal Harbour Shops litigation.

There were no comments from the public.

**MOTION: A Motion to approve the Resolution was moved by Vice Mayor Seth E. Salver and seconded by Mayor Jeffrey P. Freimark.**

**VOTE: The Motion passed by unanimous voice vote (5-0).**

**R7B** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO HIRE A CONSTRUCTION OPERATIONS LIAISON THROUGH ITS EXISTING PROFESSIONAL SERVICES AGREEMENT WITH INSPIREME CONSULTING, LLC. AT AN ANNUAL COST OF EIGHTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS ($87,457), AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SERVICES RENDERED PROVIDED SUCH COSTS ARE APPROPRIATE AND SEPARATELY INVOICED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that representatives from the Bal Harbour Civic Association and Village had met to review initiatives aimed at mitigating the impacts of active construction within the gated community. He noted that there were currently approximately 18 active construction sites within the Gated Residential Community, in addition to regular contractor activity related to services such as landscaping which had contributed to congestion and operational concerns at the gates and surrounding areas.

He explained that the construction operations liaison would not be stationed at the guardhouse but would instead serve as "boots on the ground" within the community, working to address construction-related issues as they arise throughout the day. He said that the position would be responsible for managing contractor compliance, fielding complaints, and coordinating logistics to reduce disruption caused by construction traffic and staging.

He said that funding for the position would not come from the Civic Association's general assessment for security and landscaping, but instead would be funded through a construction-related permit surcharge previously adopted by ordinance.

There were no comments from the public.

**MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey P. Freimark and seconded Vice Mayor Seth E. Salver.**

**VOTE: The Motion passed by unanimous voice vote (5-0).**

**R7C** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE BAL HARBOUR CIVIC ASSOCIATION AND CHARTER UP, LLC. TO PROVIDE SHUTTLE SERVICES FOR THE TRANSPORT OF PRIVATE CONSTRUCTION PERSONNEL TO VARIOUS ACTIVE CONSTRUCTION SITES WITHIN THE GATED COMMUNITY, IN THE ANNUAL AMOUNT OF ONE HUNDRED EIGHT THOUSAND DOLLARS ($108,000); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR APPROPRIATE COSTS INCURRED IN CONNECTION WITH THE SERVICES RENDERED; SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that that this resolution was related to the previous agenda item concerning the hiring of a construction liaison. He said that both were developed in coordination with the Civic Association to address construction-related disruptions inside the gated community. He said that the goal of the shuttle service was to reduce the number of vehicles entering the community by transporting workers from a designated lot at Haulover Park to the residential area.

He said that the $108,000 cost of the shuttle service would be funded entirely from the Village's construction permit surcharge fund, not from the Civic Association's assessment for security and landscaping.

Councilman Sklar asked whether the shuttle program would be mandatory for all construction workers or if participation would be voluntary, to which Mr. Gonzalez responded that the program would be mandatory for all new construction permits but not for existing permits. He said the Civic Association would work with general contractors of existing projects to encourage voluntary participation and limit each project to a maximum of three on-street parking spaces. He said that implementation details would need to be worked out with the Civic Association and that he would provide additional information to the Council once finalized.

Mayor Jeffrey Freimark opened the floor for additional Council discussion. No other Councilmembers raised questions or comments. He then opened the floor to public comment, and no members of the public spoke.

Mayor Freimark made the motion to approve the resolution, which was seconded by a Councilmember. A voice vote was conducted, and the resolution passed unanimously.

**MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey P. Freimark and seconded by Councilman Alejandro Levy.**

**VOTE: The Motion passed by unanimous voice vote (5-0).**

**R7D** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT WITH MTX GROUP ONE LLC., FOR THE STORMWATER PUMP STATION NO. 2 REHABILITATION AND UPGRADES AND ASSOCIATED DRAINAGE SYSTEM IMPROVEMENTS; IN THE AMOUNT NOT TO EXCEED SEVEN MILLION THREE HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS ($7,322,417), INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF SIX HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS ($665,675); ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item explaining that it involves a complete upgrade of the stormwater pump station located in the center of Harbor Way. He said that the original scope of the project included not only the pump station upgrade but also additional pipe capacity improvements along Camden Drive and Bal Bay Drive. He said that the bids received for the combined project totaled approximately $12 million, which had exceeded available funding.

He recommended proceeding only the pump station rehabilitation, which could be fully funded with a combination of grant funds and Village reserves totaling $7.3 million. He said that this phase would yield the greatest return in terms of system performance and benefit the largest number of homes. He also noted that the upgrade would include a gate valve to prevent tidal inflow during high tide events, a feature not currently in place. He explained that the pipe work in Phase Two, estimated to cost an additional $4 million, would be deferred to a later phase.

Councilman Wolf asked whether this project addressed the flooding issues in neighborhoods, to which Mr. Gonzalez replied that it did not; adding that they are part of a project that was still in the engineering phase and did not yet have funding identified.

Councilman Wolf asked whether the current project provided measurable improvement for the investment of $7 million, to which Mr. Gonzalez responded that the project would help bring the system closer to meeting the five-year flood event standard.

Mike Alvarez, Utility Compliance Officer, said that the pump station and associated force main pipes were in a deteriorated condition and needed replacement. He explained that the project would also add three additional wells to increase system capacity, and he said that the pump station serves areas north of Harbor Way and parts of the south.

Councilman Wolf asked how long the construction area within green space would be closed and whether the Civic Association had been notified, to which Mr. Alvarez stated it would be fenced off for construction and excavation for approximately three to six months. He said that the Civic Association had not yet been informed but said the Village would notify them.

There were no comments from the public.

**MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey P. Freimark and seconded by Councilman Buzzy Sklar.**

**VOTE: The Motion passed by unanimous voice vote (5-0).**

**R7E** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION [POLICE OFFICERS, SERGEANTS AND DETECTIVES] AND BAL HARBOUR VILLAGE, IN EFFECT FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that after a lengthy contract negotiation cycle an agreement had been reached.

Mr. Inguanzo stated that negotiations began in July 2024 and concluded in June 2025, and that the final ratification vote by PBA members occurred the prior week and passed by a margin of 9–2.

He said that the new three-year contract included annual cost-of-living adjustments of 4% and that the agreement also replaces the previous sick leave provision of up to 90 consecutive paid days per incident with an accrual-based system, allowing officers to earn and use sick leave from their accrued balance.

He described additional provisions which included increasing the night shift differential from 3% to 4%, raising the field training officer pay supplement from 2.5% to 5% while actively assigned, and increasing holiday pay for officers working on Thanksgiving and Christmas from time-and-a-half to double time. He said that the Village would also provide the PBA bargaining unit with an IT-supported internal email platform, separate from the government system, to improve union communications.

Detective Hector Gonzalez, representing the PBA, thanked the Village administration for their good-faith efforts during the lengthy negotiations and stated that the bargaining unit viewed the final agreement as fair.

Councilman said that the Village had fallen short in matching compensation provided by neighboring agencies, particularly regarding the cost-of-living adjustments. He said that if the Village considers its officers to be the best, their compensation should reflect that.

Mayor Freimark expressed appreciation to all parties involved in the negotiations, including staff, legal counsel, and PBA representatives.

There were no comments from the public.

**MOTION: A Motion to approve the Resolution was moved by Mayor Jeffrey P. Freimark and seconded by Vice Mayor Seth E. Salver.**

**VOTE: The Motion passed by unanimous voice vote (5-0).**

## R9 - NEW BUSINESS AND COUNCIL DISCUSSION

**R9A** Discussion Item - Apartment Hotel Review under Existing Code - Village Manager Jorge M. Gonzalez

Mr. Gonzalez introduced the item saying that the property operated as an apartment-hotel under a grandfathered zoning status that permits that use, which is otherwise prohibited in the RM-5 district. He noted that while the property's three buildings had undergone renovations, the southernmost building had not yet opened for operations.

He said that he had recently learned the property owner may shift to a condo-hotel model and that selling units to individual investors could fragment operations, affecting code enforcement, security, and Village services. He said that under the Village Code's apartment-hotel definition, the property must retain both apartments and hotel rooms; converting entirely to hotel or residential use would violate the vested rights granted.

Ms. Trevarthen said that the property can keep its legal nonconforming apartment-hotel status only if it meets the zoning code's requirement for both apartment and hotel units, and that converting to a condo hotel would not change this as long as the use remains compliant.

Councilman Sklar asked why the Beach Haus was allowed to offer short-term rentals while the Sea View Hotel was not, to which Ms. Trevarthen said that the Beach Haus retains short-term rental rights under its grandfathered apartment-hotel status, which permits transient occupancy, while the Sea View does not.

Councilman Sklar said that the Beach Haus does not operate like a traditional hotel in that it lacked front desk staffing, concierge services, and overnight security. He said the result was that guests sometimes call the Village Police Department.

Chief of Police Raleigh Flowers provided examples of recent calls for service and confirmed that there was no front desk staff or 24-hour management presence on-site to respond to such issues.

Vice Mayor Salver recommended that if the Village cannot prevent the ownership shift to a condo hotel, it should at least explore whether it can require 24/7 on-site operational staff to reduce reliance on Village services.

Mr. Gonzalez agreed and stated that while the Village may not be able to prevent a condo hotel conversion, it may be able to impose additional operational requirements to mitigate the impact.

Mayor Freimark asked staff to return to the Council with possible legal and zoning options to ensure the Village is not burdened with unintended consequences of changes to the apartment-hotel's ownership or operations.

**R9A** Discussion Item – Institutional Use of the Waterfront Park and Community Center – Councilman Alejandro Levy

Councilman Levy introduced the item, stating that he had received numerous emails from both residents and non-residents about the request from the Sephardic Center. He said the issue was one of community inclusion and he expressed support for allowing the use of the community center by the synagogue. He suggested that logistical concerns could be addressed by requiring security, cleaning, and possibly additional fees for holiday usage.

Mayor Freimark clarified that the discussion was not a vote on whether to allow the event but rather whether to revisit the Council's prior guidance on holiday rentals. He said that the current policy limits facility rentals on certain holidays by designating them as blackout dates.

Councilman Wolf said that the issue was not whether the synagogue could use the facility but whether rentals should be allowed at all on blackout holidays, such as Rosh Hashanah or Christmas. He noted that in a previous meeting, the Council had discussed and supported the blackout policy, though he said that he personally opposed it and still did.

Councilman Sklar said that the blackout days were not specific to religious groups but applied generally to construction, landscaping, and facility rentals. He said the Village had determined these would be non-operational days and reaffirmed his support for maintaining that policy.

Councilman Levy said that he was aware of the policy but believed that community events, particularly inclusive ones, should be considered even if they fall on blackout dates adding that facility rentals could be a meaningful revenue source for the Village.

Vice Mayor Salver suggested revisiting the issue with staff input to determine if distinctions could be made between private rentals and community-based events. He said that he supported examining whether events that provide a public benefit and meet Village requirements could be allowed, even on blackout days, provided appropriate safeguards are in place.

Mayor Freimark cautioned against making exceptions to the policy, calling it a "slippery slope." He said allowing one event could lead to additional requests that would be difficult

to deny. He also reiterated that holiday closures were intended to preserve community use and reduce burden on staff and resources. He stated that his position would remain opposed to reversing the blackout policy, regardless of the group requesting the use.

Vice Mayor Salver asked if the policy could be changed without a Council vote, as it wasn't adopted by ordinance. Ms. Trevarthen said that she would confirm the process.

Vice Mayor Salver, Councilman Levy, and Councilman Wolf, supported revisiting the policy, and Mayor Freimark and Councilman Sklar said that they were opposed. Mayor Freimark asked the Administration to return with recommendations, including if a special meeting was needed.

**R9C - PUBLIC COMMENT**

Richard Wasserstein, 56 Camden Drive, said that he disagreed with the Village's policy of blacking out rental availability for the community center on certain holidays. He said that residents had invested significant funds into building the center and that it should be available for community use whenever it is not otherwise reserved.

Neca Logan, 64 Camden Drive, asked about whether Indian Creek's upcoming connection to the Village's sewer line would impact Bal Harbour's sewage flow capacity.

Sharon Hakmon, President of the Sephardic Center, said that while the synagogue is physically located in Surfside, it serves many residents from Bal Harbour, Surfside, and Bay Harbor Islands. He said that the request to use the Community Center for High Holiday events was intended to benefit the entire community, and that many of the individuals who would participate are Bal Harbour residents. He said that the synagogue would provide its own security and janitorial services. He asked the Council to lift the blackout restriction and allow the community center to host inclusive events like theirs, even on holidays.

Rabbi Jair Massri, the Sephardic Center, said that the event planned by the synagogue was not exclusive but rather a public celebration open to all members of the community. He stated that over 60 percent of attendees at the prior year's event were Bal Harbour residents. He said the synagogue was prepared to offer services that would benefit all families attending, including food, babysitting, and recreational programs for children.

No other members of the public came forward during the comment period

**R10 - VILLAGE MANAGER REPORT**

**R11 - VILLAGE CLERK REPORT**

**R11A.** Lobbyist Report

**R12 - VILLAGE ATTORNEY REPORT**

**R12A.** Village Attorney Report

**END OF REGULAR AGENDA**

**ADJOURNMENT**- The meeting was adjourned at 9:36 PM.

_____
Mayor Jeffrey P. Freimark

Attest:

_____
Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) BETWEEN BAL HARBOUR VILLAGE AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR NON-STANDARD IMPROVEMENTS WITHIN THE FDOT RIGHT-OF-WAY**

**Issue:**

Should the Village Council authorize the Village Manager to execute a Maintenance Memorandum of Agreement (MMOA) with FDOT for non-standard improvements located within FDOT right-of-way to formally establish the Village's long-term maintenance responsibilities?

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☒ Beautiful Environment | ☒ Safety | ☒ Modernized Public Facilities/Infrastructure |
| ☐ Destination & Amenities | ☐ Unique & Elegant | ☒ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

This item requests Council approval of an MMOA between Bal Harbour Village and FDOT for non-standard improvements within FDOT right-of-way along Collins Avenue, including areas beneath the Haulover Bridge. The improvements, originally permitted in 2005 and 2007, include pavers, sidewalks, landscaping, irrigation, French drains, bollards, and other features. Execution of the MMOA is required to formally assign long-term maintenance responsibilities to the Village. The agreement outlines standards for inspections, repairs, ADA compliance, and French drain maintenance, and allows FDOT to issue deficiency notices if conditions are not met. Although the location is not highly visible, execution of the MMOA ensures compliance with FDOT requirements and avoids uncertainty over responsibility. Approval of this item authorizes the Village Manager to execute the MMOA on behalf of the Village.

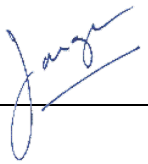
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | X | X | X |

**Sign off:**

| Public Works Director | Chief Financial Officer | Village Manager |
|---|---|---|
| Julio Magrisso | Claudia Dixon | Jorge M. Gonzalez |



BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) BETWEEN BAL HARBOUR VILLAGE AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR NON-STANDARD IMPROVEMENTS WITHIN THE FDOT RIGHT-OF-WAY**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

## BACKGROUND

The Florida Department of Transportation (FDOT) has requested that the Village execute a Maintenance Memorandum of Agreement (MMOA) covering portions of State Road A1A (Collins Avenue) between 10245 Collins Avenue and the Haulover Cut Inlet. This area includes frontage and sections located beneath the Haulover Bridge adjacent to the Village's public parking lot. The MMOA memorializes the Village's maintenance responsibilities for non-standard improvements such as roadway pavers, decorative sidewalks, landscape, irrigation systems, French drains, light bollards, and other enhancements that were installed pursuant to FDOT Permit Nos. 2005-K-691-052 and 2007-K-691-025.

While FDOT records confirm that permits were issued during that time period, there are no as-built drawings available, and execution of this MMOA is required to formally assign long-term maintenance responsibilities to the Village. This agreement is separate from the amendment to the Use and Occupancy Agreement for Parcel 3120 (Parking Lot Lease Amendment) that is also before Council. While both matters relate to areas in close (and overlapping) proximity, the Parking Lot Lease Amendment addresses temporary use of land for construction staging, whereas the MMOA strictly governs the ongoing maintenance of previously permitted non-standard improvements within FDOT right-of-way.

## ANALYSIS

The proposed MMOA establishes clear obligations for the Village with respect to the upkeep of improvements within FDOT's right-of-way. Execution of the agreement ensures that the enhancements constructed pursuant to the 2005 and 2007 permits will continue to be maintained at a standard consistent with FDOT requirements. Under the MMOA, the Village accepts responsibility for maintaining non-standard pavement features such as

pavers, traffic calming strips, specialty colors, and surface treatments. This includes conducting regular inspections, ensuring that gaps and settlement do not exceed one-quarter of an inch, repairing or replacing deteriorated features, and maintaining compliance with the Americans with Disabilities Act. The agreement further requires periodic sweeping and, where necessary, pressure washing to preserve safety and accessibility.

The Village must also maintain sidewalks, both standard and decorative, so that a clear pedestrian path consistent with ADA standards is preserved at all times. Annual condition surveys are required, and any deficiencies must be corrected. Similar obligations extend to landscaping and irrigation systems, including pruning, mulching, removal of invasive vegetation, and repair or replacement of damaged plant materials. Irrigation and lighting systems must be kept in proper working order, with the Village responsible for all associated utility costs. Drainage infrastructure, particularly French drains installed under the earlier permits, must also be regularly inspected, cleaned, and repaired so that water does not accumulate on sidewalks or curbs. The MMOA specifies that the Village is responsible for ensuring these systems remain fully functional, consistent with the Statewide NPDES Stormwater MS4 Permit.

Importantly, the agreement preserves FDOT's oversight authority. FDOT may conduct inspections and issue notices of deficiency, triggering cure periods that obligate the Village to undertake repairs within specified timeframes, ranging from seven to ninety days depending on the nature of the deficiency. If the Village fails to comply, FDOT retains the right to perform the work and recover costs or to remove improvements entirely. These provisions ensure that the public right-of-way is maintained in accordance with FDOT standards while reinforcing the Village's stewardship responsibilities.

Approval of this MMOA represents a practical step toward clarifying responsibilities and reinforcing the Village's long-standing partnership with FDOT. By entering into this agreement, the Village provides certainty regarding obligations for improvements that, although not highly visible, remain part of the transportation corridor and require consistent maintenance.

## ***THE BAL HARBOUR EXPERIENCE***

Executing this MMOA is consistent with the Village's ongoing framework for a safe and beautiful environment, modern public facilities/infrastructure, and a resilient, sustainable community, while complying with state standards.

## CONCLUSION

I am seeking Council approval of this Resolution to execute the Maintenance Memorandum of Agreement with FDOT. Approval will formally establish the Village's maintenance obligations for improvements constructed under prior permits and provide clarity to both FDOT and the Village regarding long-term responsibility.

Attachment:

1. Exhibit A – FDOT Maintenance Memorandum of Agreement (MMOA)

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) BETWEEN BAL HARBOUR VILLAGE AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR NON-STANDARD IMPROVEMENTS WITHIN THE FDOT RIGHT-OF-WAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Florida Department of Transportation ("FDOT") has jurisdiction over State Road A1A (Collins Avenue) within the municipal boundaries of Bal Harbour Village, including areas beneath the Haulover Bridge adjacent to the Village's public parking lot; and

**WHEREAS**, pursuant to FDOT Permit Nos. 2005-K-691-052 and 2007-K-691-025, certain non-standard improvements, including roadway pavers, decorative sidewalks, landscaping, irrigation, French drains, bollards, and other features, were installed within the FDOT right-of-way; and

**WHEREAS,** FDOT has prepared a Maintenance Memorandum of Agreement ("MMOA") to formally establish the Village's responsibility for the ongoing maintenance of these improvements in accordance with applicable FDOT standards, guidelines, and procedures; and

**WHEREAS**, execution of the MMOA will clarify long-term maintenance obligations, ensure continued compliance with FDOT requirements, and provide a framework for FDOT oversight and enforcement; and

**WHEREAS**, the Village Council finds that it is in the best interest of the Village to approve the MMOA in order to formalize responsibilities and continue the Village's coordination with FDOT.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Approval of MMOA.** The Maintenance Memorandum of Agreement between Bal Harbour Village and FDOT is hereby approved, and the Village Manager is authorized to execute the MMOA, together with any future amendments thereto, on behalf of the Village.

**Section 3. Implementation.** The Village Manager is authorized to take all actions necessary to implement the MMOA and the purposes of this Resolution.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

# STATE OF FLORIDA
# DEPARTMENT OF TRANSPORTATION
# MAINTENANCE MEMORANDUM OF AGREEMENT
# FOR PAVER PAVEMENT, SIDEWALKS, LANDSCAPE, IRRIGATION AND OTHER NON-STANDARD IMPROVEMENTS WITH VILLAGE OF BAL HARBOUR

This **AGREEMENT**, entered into on _____, 20___, by and between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT,** and **VILLAGE OF BAL HARBOUR**, a municipal corporation of the State of Florida, hereinafter called the **VILLAGE**, and collectively referred to as the **PARTIES**.

## RECITALS:

A. The **DEPARTMENT** has jurisdiction over State Road (SR) A1A (Collins Avenue) from the southern property limits of 10245 Collins Avenue to the Haulover Cut Inlet, within the limits of the **VILLAGE,** which are described in the attached Exhibit 'A' (the **PROJECT LIMITS)**, which by reference shall become a part of this **AGREEMENT**; and

B. The **VILLAGE**, pursuant to **DEPARTMENT** Permit Numbers 2005-K-691-052 and 2007-K-691-025, has drafted design plans for improvements beneath, and to the east, of the **PROJECT LIMITS,** which are attached hereto and incorporated herein as Exhibit "B"; and

C. The **VILLAGE** has installed roadway pavers, traffic calming strips, pavement markings, signing, concrete sidewalks, decorative sidewalks, sidewalk pavers, landscape, irrigation, French drains, light bollards, decorative fences, and other non-standard improvements (the "**IMPROVEMENTS**") along SR-A1A (Collins Avenue) from the southern property limits of 10245 Collins Avenue to the Haulover Cut Inlet, inside **DEPARTMENT** Right-of-Way, within the **PROJECT LIMITS**, in accordance with the design plans for Permit Numbers 2005-K-691-052 and 2007-K-691-025 (the "**PROJECT**"); and

D. The **VILLAGE** recognizes that this **AGREEMENT** memorializes the **VILLAGE's** maintenance responsibilities for the improvements installed pursuant to Permit Numbers 2005-K-691-052 and 2007-K-691-025 were accepted by the **DEPARTMENT**; and

E. It is the intent of the **PARTIES** for this **AGREEMENT** to supplement all existing Maintenance Memorandum of Agreement and existing Permits previously executed between the **DEPARTMENT** and the **VILLAGE** related to the **PROJECT;** and

F. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the **VILLAGE's** responsibilities with regards to the maintenance of the **IMPROVEMENTS**) within the **PROJECT LIMITS**; and

G. The **VILLAGE,** by Resolution No._____, dated _____, attached hereto as Exhibit 'C', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

**NOW, THEREFORE**, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

**1. RECITALS**

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

**2. PARTIES RESPONSIBILITIES**

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the **IMPROVEMENTS** within the **PROJECT LIMITS** to the **VILLAGE** upon the **DEPARTMENT's** issuance of the executed Permit to the **VILLAGE**.

**3. VILLAGE'S RESPONSIBILITIES**

So long as the **IMPROVEMENTS** remain in place, the **VILLAGE** shall be responsible for the maintenance of the same. The **VILLAGE** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures,

which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, the **VILLAGE** shall maintain same in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. The **VILLAGE** shall further maintain the **IMPROVEMENTS** in accordance with the standards set forth in the **PROJECT** Plans, and in the **PROJECT** Specifications and Special Provisions. The **VILLAGE's** maintenance obligations shall include but not be limited to:

**3.1 General Requirements:**

a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

b. Removing and disposing of all trimmings, roots, branches, litter, repairs, and any other debris resulting from the activities described by 3.2 and 3.6.

c. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

**3.2 Non-Standard Pavement:**

a. Non-Standard pavement included in this **AGREEMENT** include pavers, traffic calming strips, specialty colors and surfaces.

b. Perform routine and regular inspections of the non-standard pavements. Identify damages on the surfaces. Repair and/or replace damaged non-standard pavement to ensure surfaces are maintained in accordance with all

applicable **DEPARTMENT** guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.

c. The **VILLAGE** shall conduct annual condition surveys of the non-standard pavements for gaps, settlement, drop-offs and other deficiencies described in this **AGREEMENT** for the life of the non-standard pavements.

d. Where pedestrians walk on the non-standard pavement, gaps shall not exceed a quarter (1/4) of an inch. Gaps at the interface (perimeter) between the non-standard pavement and the adjacent areas shall not exceed a quarter (1/4) of an inch. This requirement also applies to adjacent areas of sidewalk(s) that have been impacted by trees planted.

e. Where pedestrians walk on the non-standard pavement, differential settlement shall not exceed a quarter (1/4) of an inch in depth. Differential settlement at the interface (perimeter) between the non-standard pavement and the adjacent areas shall not exceed a quarter (1/4) of an inch in depth. This requirement also applies to adjacent areas of sidewalk(s) that have been impacted by trees planted.

f. Repair and/or replace damaged non-standard pavement in kind (texture, geometry, color, strength, etc.) and in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.

g. Maintenance of all proposed signage including sign panels and supports (posts) and thermoplastic pavement markings (including RPMs) within the **PROJECT LIMITS** per the MRP Handbook.

h. Sweep the non-standard pavement periodically to keep them free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.

i. For any routine repairs or replacement due to noticeable color scarring or surface deterioration of

the pavement markings, the product authorized installer should be contacted.

j. When remedial action is required in accordance with the above requirements, the **VILLAGE** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.

### 3.3 Standard and Decorative Sidewalks

a. Decorative sidewalks included in this **AGREEMENT** include pavers, specialty colors, scoring, and broom-finished sidewalks.

b. The **VILLAGE** shall ensure that a **CLEAR PEDESTRIAN PATH** is maintained at all times within all the sidewalks, in the State Right of Way, within the **PROJECT LIMITS**. For purposes of this **AGREEMENT**, the **CLEAR PEDESTRIAN PATH** is defined as an American Disabilities Act (ADA) compliant continuous, unobstructed way of pedestrian passage within the **PROJECT LIMITS**, extending horizontally six (6) feet. No **IMPROVEMENTS**, features, obstructions or encroachments of any kind shall be permitted within the **CLEAR PEDESTRIAN PATH** at any time.

c. Performing routine and regular inspections of all the sidewalks. Identify damages on the surfaces. Repair and/or replace damaged sidewalks to ensure surfaces are maintained in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.

d. The **VILLAGE** shall conduct annual condition surveys of the sidewalks for gaps, settlement, drop-offs and other deficiencies described in this **AGREEMENT** for the life of the sidewalks.

e. Gaps within the sidewalks shall not exceed a quarter (1/4) of an inch. Gaps at the interface (perimeter) between the decorative sidewalks and the adjacent standard concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch. This requirement also applies to adjacent areas of existing concrete

sidewalk(s) that have been impacted by the trees planted within the decorative sidewalks.

f. Differential settlement within the sidewalks shall not exceed a quarter (1/4) of an inch in depth. Differential settlement at the interface (perimeter) between the decorative sidewalks and the adjacent standard concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch in depth. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the decorative sidewalks.

g. When remedial action is required in accordance with the above requirements, the **VILLAGE** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.

h. Paint, repair and/or replace damaged concrete slabs/flags shall be in kind (texture, geometry, color, strength, etc.) and in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.

**3.4 Landscape and Associated Features:**

a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**. Install sod/grass matching the adjacent areas so there is no exposed ground/soil and address all ground/soil that has eroded.

b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.

c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.

d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the **PROJECT** Plans and in the **PROJECT** Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the **PROJECT** Plans and the **PROJECT** Specifications and Special Provisions.

e. Mulching all plant beds and tree rings.

f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.

h. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT's** Right-of-Way.

i. Damages to the sidewalk caused by root barriers shall be made by the **VILLAGE**. Replace the root barriers according to the manufacturer's recommendations. Replace sidewalk around and above the root barriers by saw-cutting along the existing joints. New joints will not be allowed.

j. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.

k. Performing routine and regular inspection of landscape lighting performance to ensure that the system(s) are fully functional; identifying damage and/or malfunctions; repairing or replacing broken or missing lighting equipment; and adjusting light throw to eliminate interference with visibility of motoring public. Paying for all electricity and all costs associated therewith.

l. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules,

regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

**3.4 Drainage Features:**

a. Maintain all the French drains and their components built as part of the **PROJECT**, specifically such drainage improvements outlined in sheet C-4 of Exhibit "B", in operating condition as originally designed pursuant to Permit Numbers 2005-K-691-052 and 2007-K-691-025. Maintenance of the French drains shall include inspecting, cleaning and desilting the system and adjacent curbs so water does not accumulate on top of the sidewalk and on the curb, as debris and other materials can accumulate throughout the life of the system. The **VILLAGE** shall also repair all damaged or malfunctioning French drains built as part of the **PROJECT** to ensure the system operates as designed.

b. Perform routine and regular inspections of the French drains to ensure that they are fully functional. Identify damages and malfunctions, and repair and replace broken or malfunctioning components. Inspection and maintenance requirements shall follow the Statewide NPDES Stormwater MS4 Permit, as amended from time to time.

c. The **VILLAGE,** nor will the **DEPARTMENT,** be responsible for isolated flooding issues related to the King Tides, typically occurring between September and December of every year.

d. Mechanically sweep the **PROJECT** a minimum of 14 times per year. This includes all the curbs/gutters. Additional sweeping cycles will be required from time to time to address incidents, special events, etc.

e. Inspect and maintain the **IMPROVEMENTS** following all Local, State and Federal guidelines and laws, including meeting the terms of all State permitting requirements.

f. When remedial action is required in accordance with the above requirements, the **VILLAGE** at its own expense shall complete all necessary repairs within twenty (20) days of the date the deficiency is identified.

**3.5 Miscellaneous Improvements:**

a. All miscellaneous features built and installed, including but not limited to signs, pavement markings, curbs, light bollards, decorative and vinyl fences, garbage bins, and poles, shall be maintained by the **VILLAGE**.

b. Remove and dispose of litter in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

c. When remedial action is required in accordance with the above requirements, the **VILLAGE** at its own expense shall complete all necessary repairs within seven (7) days of the date the deficiency is identified.

**3.6 Future Improvements**:

The **VILLAGE** will be required to obtain a permit from the **DEPARTMENT** for any future modifications and improvements within the **PROJECT LIMITS.**

When remedial action is required in accordance with the above requirements, and a cure period is not specified, the **VILLAGE** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified, or in less time if the deficiency creates an unsafe condition to the Public.

The **VILLAGE** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, manuals, **PROJECT** Specifications and Special Provisions, as may be amended from time to time.

Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **VILLAGE** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **VILLAGE** its inspection

findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**.

## 4. MAINTENANCE DEFICIENCIES

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **VILLAGE** is performing its duties pursuant to this **AGREEMENT**. The **DEPARTMENT** shall share with the **VILLAGE** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**.

If at any time it shall come to the attention of the **DEPARTMENT** that the **VILLAGE's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **VILLAGE MANAGER**, to notify the **VILLAGE** of the maintenance deficiencies. From the date of receipt of the notice, the **VILLAGE** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 6 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

a. Maintain the **IMPROVEMENTS** and invoice the **VILLAGE** for expenses incurred; or

b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **VILLAGE** the reasonable cost of such removal, plus administrative fees.

## 5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To the DEPARTMENT:** Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

**To the VILLAGE:** Village of Bal Harbour
655 Ninety-Sixth Street
Bal Harbour, FL 33154
Attention: Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

## 6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **VILLAGE's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

## 7. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

a. By the **DEPARTMENT**, if the **VILLAGE** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 and 5 of this **AGREEMENT**.

b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **VILLAGE** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **VILLAGE** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

**8. TERMS**

a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES**. This **AGREEMENT** shall continue in perpetuity unless sooner terminated as set forth in Section 7.

b. E-Verify

The **VILLAGE** shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. **(Executive Order Number 2011-02)**

The **VILLAGE** shall insert the above clause into any contract entered into by the **VILLAGE** with vendors or contractors hired by the **VILLAGE** for purposes of performing its duties under this **AGREEMENT**.

c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.

e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.

f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.

g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.

i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.

j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.

k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## 9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **VILLAGE** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys' fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **VILLAGE's** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **VILLAGE**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **VILLAGE** nor any of its officers, agents, employees or representatives will be liable under

this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the **DEPARTMENT.**

The **VILLAGE's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **VILLAGE's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **VILLAGE** of a claim shall not release the **VILLAGE** of the above duty to defend and indemnify the **DEPARTMENT**.

The **VILLAGE** shall pay all costs and fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **VILLAGE's** evaluation of liability or its inability to evaluate liability shall not excuse the **VILLAGE's** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **VILLAGE**.

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be executed the day and year first above written.

**VILLAGE OF BAL HARBOUR:**

**BY:**_____
VILLAGE Manager

**ATTEST:**_____**(SEAL)**
VILLAGE Clerk

**STATE OF FLORIDA**
**DEPARTMENT OF TRANSPORTATION:**

**BY:**_____
District Director of
Transportation Operations

**ATTEST:**_____
Executive Secretary

**LEGAL REVIEW:**

**BY:**_____
VILLAGE Attorney

**BY:**_____
District Chief Counsel

# EXHIBIT “A”

## PROJECT LIMITS

Below are the limits of the **IMPROVEMENTS** to be maintained by the **VILLAGE** under this **AGREEMENT.**

| | |
|---|---|
| **State Road Number:** | **A1A (Collins Avenue)** |
| **Agreement Limits:** | **Areas beneath and adjacent to SR-A1A From the southern property limits of 10245 Collins Avenue to the Haulover Cut Inlet** |
| **County:** | **Miami-Dade** |

# *EXHIBIT "B"*

**PROJECT PLANS**

INSPECTOR COPY

RECEIVED
JAN 06 2006
PERMITS OFFICE

# STATE OF FLORIDA
# DEPARTMENT OF TRANSPORTATION
# SPECIAL PERMIT

District Six
6/95

#05 K 691 0052

DATE: _____
SECTION NO: _____
COUNTY: _____
STATE PROJECT NO.: _____ (if applicable)

PERMIT NO.: _____
STATE ROAD NO.: A1A
MILEPOST FROM: _____ TO: _____
RECORD NO.: _____

APPLICANT: Alfred J. Treppeda, Village Manager, Village of Bal Harbour
ADDRESS: 655 96th Street
CITY: Bal Harbour STATE: Fl ZIP CODE: 33154
TELEPHONE NO.: 305-866-4633

Applicant requests permission from the State of Florida Department of Transportation, hereinafter called the Department, to construct, operate, and maintain the facility shown in the accompanying engineering as described here: Landscape and paving improvements at 10295 Collins Avenue, Bal Harbour, Florida

Location of Construction, Street Name, and Nearest Intersection: 10295 Collins Avenue, Bal Harbour, Fl 33154

RECEIVED
M
M E
J. 13 2006
FLO
DEPART OF
TRANSPORTATION

1. Is the proposed work within the corporate limits of a municipality: Yes (X) No ( )
   Name of municipality: Village of Bal Harbour Local Government Contact: Daniel B. Nieda, R.A.
2. Prior to filing this application, the location of all existing utilities, both aerial and underground, has been ascertained, and the accurate locations are shown on the drawings (as applicable). A letter of notification was mailed on March 2005 to the following utilities/municipalities: WASD, FPL, Bellsouth, Gas Co., Village of Bal Harbour
3. It is expressly stipulated that this permit is a license for permissive use only and that the construction within and/or upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
4. Whenever it is determined by the Department that it is necessary for the construction, repair, improvement, maintenance, safe and/or efficient operation, alteration, or relocation of any or all portion of said highway and/or transportation facility; the Permittee shall immediately remove any and all installed facilities from said highway and/or transportation facility, or reset or relocate thereon as required by the Department at the Permittee's expense.
5. All work shall meet Department's Roadway and Traffic Design Standards, Specifications for Road and Bridge Construction, and other applicable criteria in effect at the time of permit issuance. The work shall be performed under the inspection supervision of SEE ATTACHMENT(S) Permit/Maintenance Engineer located at _____, Telephone No. _____. This designated engineer shall be notified forty-eight (48) hours prior to the pre-construction meeting and again immediately before commencement of work. All material and equipment shall be subject to inspection by the designated engineer or his authorized representative.
6. All Department property shall be restored to its original condition as far as practical in keeping with Department Specifications, and in a manner satisfactory to the Department, within thirty (30) days of the installation of the permitted work, unless otherwise approved by the Department.
7. A drawing covering details of this work shall be made a part of this permit. This drawing shall include plan, profile, and cross sections as appropriate, and may be required to bear the seal of a professional engineer licensed in the State of Florida. As built drawings are required: Yes ( ) No ( )
8. The Permittee shall commence actual construction in good faith within ~~90~~ 265 days from the date of said permit approval and shall compete construction within 90 days from the commencement of work unless the permittee shows good cause for delay and the Department approves an extension. No extension beyond one (1) year from the date of issuance of this permit will be granted.
9. This construction and maintenance shall not interfere with the property and rights of a prior Permittee.
10. Special Conditions and Instructions by the Department:
    SEE ATTACHMENT(S)
11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, his heirs, assigns, and successors in interest, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.
12. During construction through Department acceptance of the permitted work, all safety regulations of the Department shall be observed and the holder must take measures, including placement and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Department's current edition of the Roadway and Traffic Design Standards, Index Series 600, and the Manual of Uniform Traffic Control Devices.
13. In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the work will be brought into compliance or removed from the right-of-way at no cost to the Department.

RECEIVED
NORTH DADE
MAINT OFFICE
JAN 13 2006
FLORIDA
DEPARTMENT OF
TRANSPORTATION

Submitted and Agreed to by: _____ Corporate Seal
Signature of Permittee
Alfred J. Treppeda, Village Manager
Name and Title (typed)
Attested

Recommended for approval: _____ Title: _____ Date: _____

Approved by: _____ Date: 1/11/06
District Permit Engineer or Authorized Representative

**Special provisions for permit # 05 K 691 0052**
Section # 87060, State Road #A1A

Village of Bay Halbour Landscaping & Paving at 10295 Collins Avenue, Miami, Florida

1. **Coordinate a pre construction meeting** at a minimum of two (2) weeks prior to beginning work within the F.D.O.T. right-of-way with **Ms. Yong Ja Suh** at telephone (305) 256-6351, and notify the above-mentioned representative at least forty-eight (48) hours prior to commencement of work.

2. **A copy of this permit and plans will be on the job site at all times during the construction of this facility**

3. **Permittee is cautioned that utilities may be located within the construction area.**

4. **Validity of this permit is contingent upon permittee obtaining necessary permits from all other agencies involved.**

5. **Pedestrian control** for closure of sidewalks shall be in accordance with the F.D.O.T. roadway and traffic **design standard index # 660**.

6. **If the Department receives a notice of claim** for damages that may have been caused by the permittee, the Department will forward the claim to the permittee. The Department failure to promptly notify the permittee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the permittee. **The permittee shall bear all expenses of the Department in defense of the claims.**

7. **These installations must be removed at the permittee expense in the event that they interfere with any Department's future project. The Department will notify the permittee within 36 hours, and upon failure of the permittee to make the necessary adjustments, the canopies shall be removed by the Department.**

8. **In the event that these installations become a safety hazard, the Department shall remove them and notify the owner of the removal after-the-fact.**

9. **Damaged sidewalks and/or curb and gutter shall be restored** with full 4" thick flags with expansion material and tactile for handicap ramps according to indexes 300, 304 and 310 and Spec. 522.

10. Final restoration shall be coordinated with the department representative. **All portions of the state right-of-way shall be restored** within thirty (30) days upon completion of the permitted installation.

11. **Beginning any work within the F.D.O.T. right-of-way associated with this permit constitutes acceptance of these conditions.**

*KNDELSE*

**FLORIDA DEPARTMENT OF TRANSPORTATION**
**PERMIT STATUS/COMPLETION REPORT**

***PERMIT DATA:***

☐ UTILITY (U) ☑ SPECIAL (SP) ☐ DRIVEWAY (D) ☐ DRAINAGE (G)

SECTION No.: 87060 STATE ROAD No.: A1A PERMIT No.: 05K 691 0052

DATE ISSUED: 1-11-06 DATE EXPIRED: 1-11-07

PERMITTEE: Alfred Treppeda, Village Manager, Village of Bal Harbour

PHONE No.: (WORK HOURS) 305-866-4633 EMERGENCY PHONE No.: (AFTER HOURS AND WEEKENDS)

CONTRACTOR/AGENT: BCBE Larry Biela

PHONE No.: (WORK HOURS) Cell: 239-293-3712 EMERGENCY PHONE No.: (AFTER HOURS AND WEEKENDS)

MOT CONTRACTOR: Bob's Barricades

PHONE No.: (WORK HOURS) EMERGENCY PHONE No.: (AFTER HOURS AND WEEKENDS)

JOB LOCATION: 10295 Collins Ave

JOB DESCRIPTION: Landscape and paving improvements

***PREWORK DATA:***

DATE OF PREWORK MEETING: 07/26/06

LIST OF ATTENDEES: INSPECTOR: YONG JA SUH

LARRY BIELA 239-293-3712

NELSON

CHECKLIST:

☐ REPRESENTATIVE ON SITE ☐ RESTORATION ☐ COMMUNICATIONS
☐ COPY OF PERMIT ON SITE ☐ AS-BUILTS ☐ SAFETY/MOT
☑ SCOPE OF WORK ☐ DEVIATIONS ☐ PREWORK PHOTO
☐ WORK HOURS ☐ NORTH DADE AREA ENGINEER ON CALL BEEPER # 305-957-6852

NOTES/ADDITIONAL REQUIREMENTS:

No work under this permit Expired
New permit # 2007 K 691 25

***COMPLETION DATA:***

DATE WORK BEGAN:

DATE WORK COMPLETED: DATE OF FINAL INSPECTION:

TYPE OF CERTIFIED LETTER: DATE:

DATE:

INSPECTOR'S NAME: Yong Ja Suh DATE: 4-3-07

| | INITAL | DATE |
|---|---|---|
| ☐ SUBSTANTIAL COMPLIANCE | | |
| ☐ NON-COMPLIANCE-SEE LOG ENTRY DATED: | | |
| ☐ TRANSFERED TO PERMITS/FACILITIES ENGINEER | | |

NAME: DATE:

APPROVING AUTHORITY: DATE:

| | INITIAL | DATE |
|---|---|---|
| ☐ FILE ENTERED INTO COMPUTER | VPW | 4/6/07 |

**ATTACHMENTS:**

☐ BACKFILL PROCEDURE (Flowable Fill Tickets &/or Density reports)
☐ CERTIFIED MAIL RETURN CARD
☐ PHOTOGRAPHS
☐ OTHER (GIVE DETAILS)

REV.04/96
A:\comp

# DAILY LOG

| DATE | STATUS | COMMENTS |
|---|---|---|
| 1-13-06 | RP | Received permit. |
| 1-25-06 | pwc | at the job site Larry Biela, Nelson, BCBE Carl Yong JA SUH, FDOT attended. 1. From Far North END parking Lot to be removed Lime Rock Compaction & Brick to be installed to the Stop Sign (across the Stop sign) Rt Side also, Left Side all the way to the beginning of the Ramp, Existing driveway to be remved sidewalk & Brick to be installed. 2. Landscaping will be redone. |
| 1-9-07 | | Extension letter sent. NJW |
| 4-3-07 | closed | See New permit 2007 K 691 25 |

# 10295 COLLINS AVENUE ROADWAY IMPROVEMENTS

**Bal Harbour, Florida**

# WCI

# LANDSCAPE PLANS

**BRADSHAW AND ASSOCIATES**
**LANDSCAPE ARCHITECTURE and PLANNING**

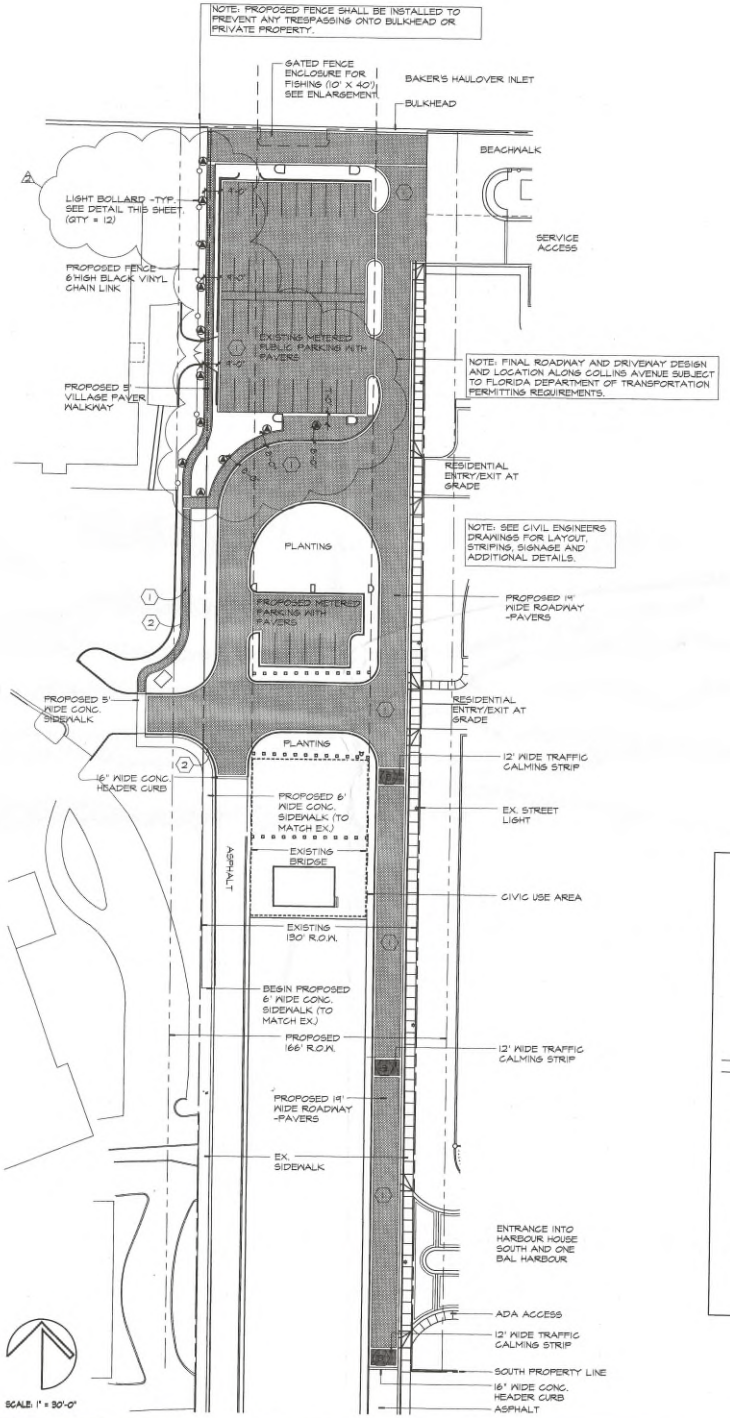
DEC 27 2005
PERMIT OFFICE

LIST OF DRAWINGS

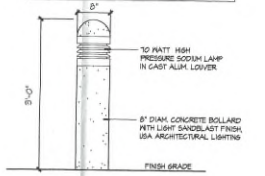
| | |
|---|---|
| L-1 | HARDSCAPE PLAN |
| TD-1 | TREE DISPOSITION PLAN |
| P-1 | PLANTING PLAN |
| P-2 | PLANTING PLAN |
| P-3 | PLANTING PLAN |
| IR-1 | IRRIGATION PLAN |
| IR-2 | IRRIGATION PLAN |
| IR-3 | IRRIGATION PLAN |
| IR-4 | IRRIGATION SPECIFICATIONS |

WORK WITHIN THE F. D. O. T. RIGHT OF WAY SHALL CONFORM TO CURRENT F.D.O.T. STANDARDS AND SPECIFICATIONS

#05 K 691 0052



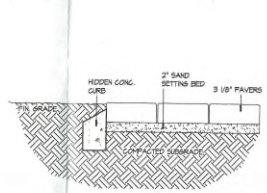

NOTE: ALL METAL MEMBERS FOR LIGHT BOLLARDS TO USE GALVANIZED METAL AND PAINT FINISHES TO INHIBIT RUST.



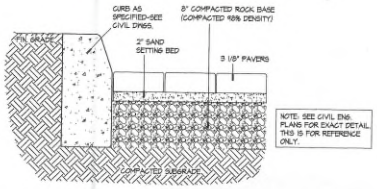

LIGHT BOLLARD DETAIL
SCALE: 1"=1'-0"

## LANDSCAPE LIGHTING LEGEND

| Symbol | Fixture | Quantity | Bulb Wattage Type | Type of Mount | Mounting Ht. |
|---|---|---|---|---|---|
| ▲ | WALKWAY BOLLARD BY USA ARCHITECTURAL LIGHTING (BDDB-CL-70HPS-120-BLK-HS180-36"-FUSED) | 12 | 70 WATT HIGH PRESSURE SODIUM | BOLLARD | 36" HT. |



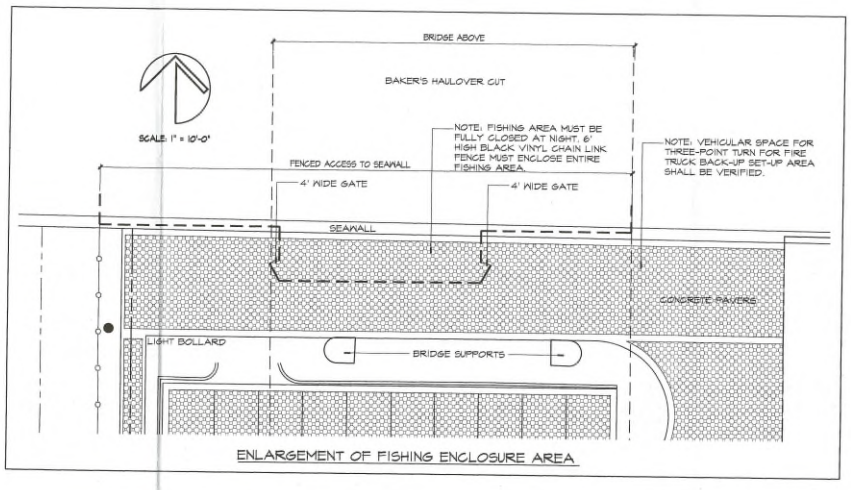

WALKWAY PAVER EDGE DETAIL
SCALE: 1 1/2" = 1'=0"




ROADWAY PAVER DETAIL
SCALE: 1 1/2" = 1'=0"

## HARDSCAPE MATERIALS SPECIFICATIONS LEGEND

1. PAVER FIELD- SUPER OCTO PAVER BY PAVER MODULE, 3 1/8" THICK, COLOR: E11 RED, TAN, CHARCOAL ON 2" SAND SETTING BED OVER A COMPACTED SUB BASE (PER DOT SPECS).
2. PAVER BORDER & BANDING- 4x8" PLAZA STANDARD PAVER BY PAVER MODULE, 3 1/8" THICK SINGLE OR DOUBLE ROWLOCK AS INDICATED, COLOR: E11 RED, TAN, CHARCOAL ON 2" SAND SETTING BED OVER A COMPACTED SUB BASE (PER DOT SPECS).
3. TRAFFIC CALMING STRIP- BORDER: 4x8" PLAZA STANDARD PAVER BY PAVER MODULE, 3 1/8" THICK, 16" WIDE DOUBLE ROWLOCK, COLOR: E11 RED, TAN, CHARCOAL. FIELD: COBBLEBLOCK 4"x4"x4", COLOR E2 TAN ON 2" SAND SETTING BED OVER A COMPACTED SUB BASE (PER DOT SPECS).




ENLARGEMENT OF FISHING ENCLOSURE AREA

BASE INFORMATION PROVIDED BY PBS&J ENGINEERS.

BRADSHAW & ASSOCIATES
Professional Association
A.S.L.A.
Landscape Architecture and Planning
4337 Seagrape Drive
Lauderdale by the Sea
Florida 33308
Broward 954-772-0724
Dade 305-944-7245
FAX 954-772-8417

# 10295 COLLINS AVENUE
Bal Harbour, Florida

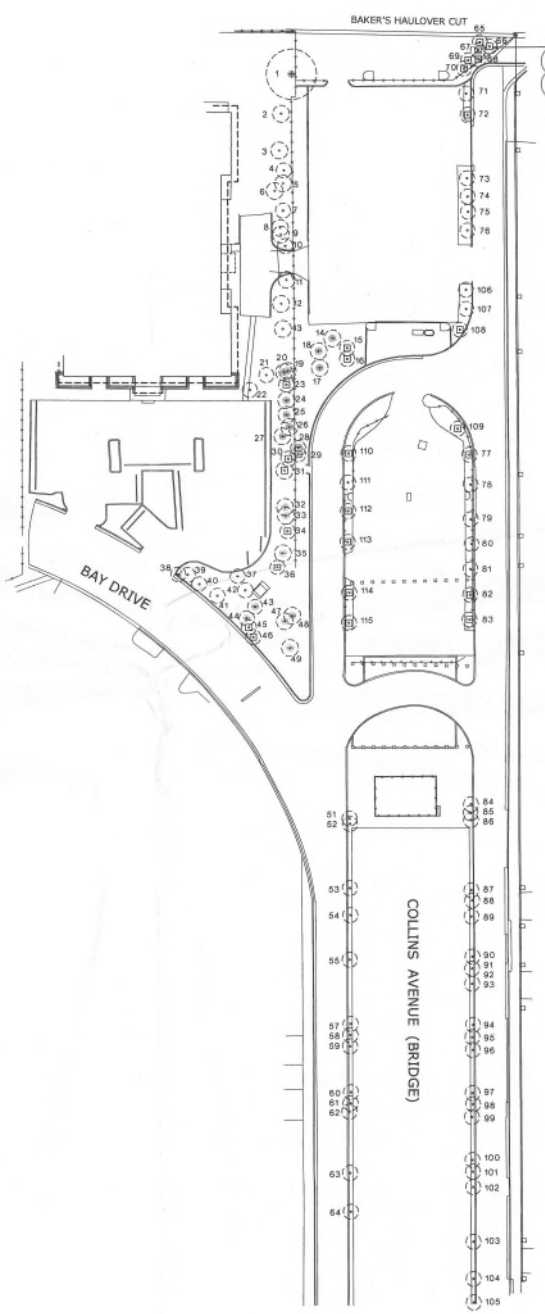
ROADWAY IMPROVEMENTS

HARDSCAPE PLAN

| | |
|---|---|
| ⚠ NOVEMBER 22, 2005<br>JULY 25, 2005 | REVISED |
| MARCH 4, 2005 | DATE |
| H.C.H. | DRAWN BY |
| W.T.B. | APPROVED BY |

This drawing is the property of Bradshaw and Associates, and is an instrument of service not to be reproduced in whole or in part without the express written permission of same.

L-1




LEGEND
- -TO BE REMOVED
- -TO BE RELOCATED

| TAG NO. | DIAMETER (INCHES) | TYPE OF TREE | CANOPY (SQ. FEET) | STATUS |
|---|---|---|---|---|
| 1 | 24 | AUSTRALIAN PINE | 750 | REMOVE |
| 2 | 30-MULTI | SEA GRAPE | 450 | REMAIN |
| 3 | 30-MULTI | SEA GRAPE | 450 | REMAIN |
| 4 | 12 | SABAL PALM | 80 | REMAIN |
| 5 | 30-MULTI | SEA GRAPE | 450 | REMAIN |
| 6 | 30-MULTI | SEA GRAPE | 450 | REMAIN |
| 7 | 12 | SABAL PALM | 80 | REMAIN |
| 8 | 36-MULTI | SEA GRAPE | 450 | REMAIN |
| 9 | 36-MULTI | SEA GRAPE | 450 | REMAIN |
| 10 | 12 | SABAL PALM | 80 | REMAIN |
| 11 | 30-MULTI | SEA GRAPE | 450 | REMAIN |
| 12 | 30-MULTI | SEA GRAPE | 450 | REMAIN |
| 13 | 24 | SEA GRAPE | 450 | REMAIN |
| 14 | 24 | SEA GRAPE | 450 | REMOVE |
| 15 | 12 | SABAL PALM | 80 | RELOCATE |
| 16 | 12 | SABAL PALM | 80 | RELOCATE |
| 17 | 30-MULTI | SEA GRAPE | 450 | REMOVE |
| 18 | 30-MULTI | SEA GRAPE | 450 | REMAIN |
| 19 | 30-MULTI | SEA GRAPE | 450 | REMOVE |
| 20 | 30-MULTI | SEA GRAPE | 450 | REMOVE |
| 21 | 12 | SABAL PALM | 80 | REMAIN |
| 22 | 12 | SABAL PALM | 80 | REMAIN |
| 23 | 12 | SABAL PALM | 80 | RELOCATE |
| 24 | 24 | SEA GRAPE | 450 | REMOVE |
| 25 | 24 | SEA GRAPE | 450 | REMOVE |
| 26 | 24 | SEA GRAPE | 450 | REMOVE |
| 27 | 24 | SEA GRAPE | 450 | REMOVE |
| 28 | 12 | SABAL PALM | 80 | RELOCATE |
| 29 | 12 | SABAL PALM | 80 | RELOCATE |
| 30 | 12 | SABAL PALM | 80 | RELOCATE |
| 31 | 12 | SABAL PALM | 80 | RELOCATE |
| 32 | 30-MULTI | SEA GRAPE | 450 | REMOVE |
| 33 | 30-MULTI | SEA GRAPE | 450 | REMOVE |
| 34 | 12 | SABAL PALM | 80 | RELOCATE |
| 35 | 24 | SEA GRAPE | 450 | REMOVE |
| 36 | 12 | SABAL PALM | 80 | RELOCATE |
| 37 | 12 | SABAL PALM | 80 | REMAIN |
| 38 | 12 | SABAL PALM | 80 | REMAIN |
| 39 | 12 | SABAL PALM | 80 | REMAIN |
| 40 | 12 | SABAL PALM | 80 | REMAIN |
| 41 | 12 | SABAL PALM | 80 | REMAIN |
| 42 | 8 | VEITCHIA SPP. | 30 | REMOVE |
| 43 | 8 | VEITCHIA SPP. | 30 | REMOVE |
| 44 | 8 | VEITCHIA SPP. | 30 | REMOVE |
| 45 | 12 | SABAL PALM | 80 | RELOCATE |
| 46 | 12 | SABAL PALM | 80 | RELOCATE |
| 47 | 24 | SEA GRAPE | 450 | REMOVE |
| 48 | 24 | SEA GRAPE | 450 | REMOVE |
| 49 | 24 | SEA GRAPE | 450 | REMOVE |
| 50 | | | | |
| 51 | 12 | SABAL PALM | 80 | REMAIN |
| 52 | 12 | SABAL PALM | 80 | REMAIN |
| 53 | 12 | SABAL PALM | 80 | REMAIN |
| 54 | 12 | SABAL PALM | 80 | REMAIN |
| 55 | 12 | SABAL PALM | 80 | REMAIN |
| 56 | | | | |
| 57 | 12 | SABAL PALM | 80 | REMAIN |
| 58 | 12 | SABAL PALM | 80 | REMAIN |
| 59 | 12 | SABAL PALM | 80 | REMAIN |
| 60 | 12 | SABAL PALM | 80 | REMAIN |

| TAG NO. | DIAMETER (INCHES) | TYPE OF TREE | CANOPY (SQ. FEET) | STATUS |
|---|---|---|---|---|
| 61 | 12 | SABAL PALM | 80 | REMAIN |
| 62 | 12 | SABAL PALM | 80 | REMAIN |
| 63 | 12 | SABAL PALM | 80 | REMAIN |
| 64 | 12 | SABAL PALM | 80 | REMAIN |
| 65 | 12 | SABAL PALM | 80 | RELOCATE |
| 66 | 12 | SABAL PALM | 80 | RELOCATE |
| 67 | 12 | SABAL PALM | 80 | REMAIN |
| 68 | 12 | SABAL PALM | 80 | RELOCATE |
| 69 | 12 | SABAL PALM | 80 | RELOCATE |
| 70 | 12 | SABAL PALM | 80 | RELOCATE |
| 71 | 12 | SABAL PALM | 80 | REMAIN |
| 72 | 12 | SABAL PALM | 80 | REMAIN |
| 73 | 12 | SABAL PALM | 80 | REMAIN |
| 74 | 12 | SABAL PALM | 80 | REMAIN |
| 75 | 12 | SABAL PALM | 80 | RELOCATE |
| 76 | 12 | SABAL PALM | 80 | REMAIN |
| 77 | 12 | SABAL PALM | 80 | RELOCATE |
| 78 | 12 | SABAL PALM | 80 | REMAIN |
| 79 | 12 | SABAL PALM | 80 | REMAIN |
| 80 | 12 | SABAL PALM | 80 | REMAIN |
| 81 | 12 | SABAL PALM | 80 | REMAIN |
| 82 | 12 | SABAL PALM | 80 | RELOCATE |
| 83 | 12 | SABAL PALM | 80 | RELOCATE |
| 84 | 12 | SABAL PALM | 80 | REMAIN |
| 85 | 12 | SABAL PALM | 80 | REMAIN |
| 86 | 12 | SABAL PALM | 80 | REMAIN |
| 87 | 12 | SABAL PALM | 80 | REMAIN |
| 88 | 12 | SABAL PALM | 80 | REMAIN |
| 89 | 12 | SABAL PALM | 80 | REMAIN |
| 90 | 12 | SABAL PALM | 80 | REMAIN |
| 91 | 12 | SABAL PALM | 80 | REMAIN |
| 92 | 12 | SABAL PALM | 80 | REMAIN |
| 93 | 12 | SABAL PALM | 80 | REMAIN |
| 94 | 12 | SABAL PALM | 80 | REMAIN |
| 95 | 12 | SABAL PALM | 80 | REMAIN |
| 96 | 12 | SABAL PALM | 80 | REMAIN |
| 97 | 12 | SABAL PALM | 80 | REMAIN |
| 98 | 12 | SABAL PALM | 80 | REMAIN |
| 99 | 12 | SABAL PALM | 80 | REMAIN |
| 100 | 12 | SABAL PALM | 80 | REMAIN |
| 101 | 12 | SABAL PALM | 80 | REMAIN |
| 102 | 12 | SABAL PALM | 80 | REMAIN |
| 103 | 12 | SABAL PALM | 80 | REMAIN |
| 104 | 12 | SABAL PALM | 80 | REMAIN |
| 105 | 12 | SABAL PALM | 80 | REMAIN |
| 106 | 12 | SABAL PALM | 80 | REMAIN |
| 107 | 12 | SABAL PALM | 80 | REMAIN |
| 108 | 12 | SABAL PALM | 80 | RELOCATE |
| 109 | 12 | SABAL PALM | 80 | RELOCATE |
| 110 | 12 | SABAL PALM | 80 | RELOCATE |
| 111 | 12 | SABAL PALM | 80 | RELOCATE |
| 112 | 12 | SABAL PALM | 80 | RELOCATE |
| 113 | 12 | SABAL PALM | 80 | RELOCATE |
| 114 | 12 | SABAL PALM | 80 | RELOCATE |
| 115 | 12 | SABAL PALM | 80 | RELOCATE |

TREE CANOPY REPLACEMENT SUMMARY

| | |
|---|---|
| 1. TOTAL SQ. FT. CANOPY IN SURVEY | 19,330 |
| | |
| 2. TOTAL SQ. FT. CANOPY TO BE REMOVED | 8,200 |
| ( = 164 12' TREES WITH 50 S.F. CANOPY) | |
| 3. TOTAL SQ. FT. CANOPY TO BE RELOCATED | 1400 |
| ( = 28 SABAL PALMS WITH 50 S.F. CANOPY) | |
| 4. TOTAL SQ. FT. CANOPY EXEMPT (AUSTRALIAN PINE) | 750 |
| | |
| 5. TOTAL SQ. FT. CANOPY TO BE REPLACED | 7,450 |
| | |
| 6. TOTAL SQ. FT. NEW CANOPY | 11,400 |
| ( = 228 12' TREES WITH 50 S.F. CANOPY) | |

(NET GAIN OF 64 12' TREES WITH 50 S.F. CANOPY)

28 SABAL PALMS HAVE BEEN LABELLED FOR RELOCATION AS REQUESTED BY F.D.O.T.

SCALE: 1" = 30'-0"

BASE INFORMATION PROVIDED BY P864-J ENGINEERS.

BRADSHAW & ASSOCIATES
Professional Association
A.S.L.A.
Landscape Architecture and Planning
4337 Seagrape Drive
Lauderdale by the Sea
Florida 33308
Broward 954-772-0724
Dade 305-944-7245
FAX 954-772-8417

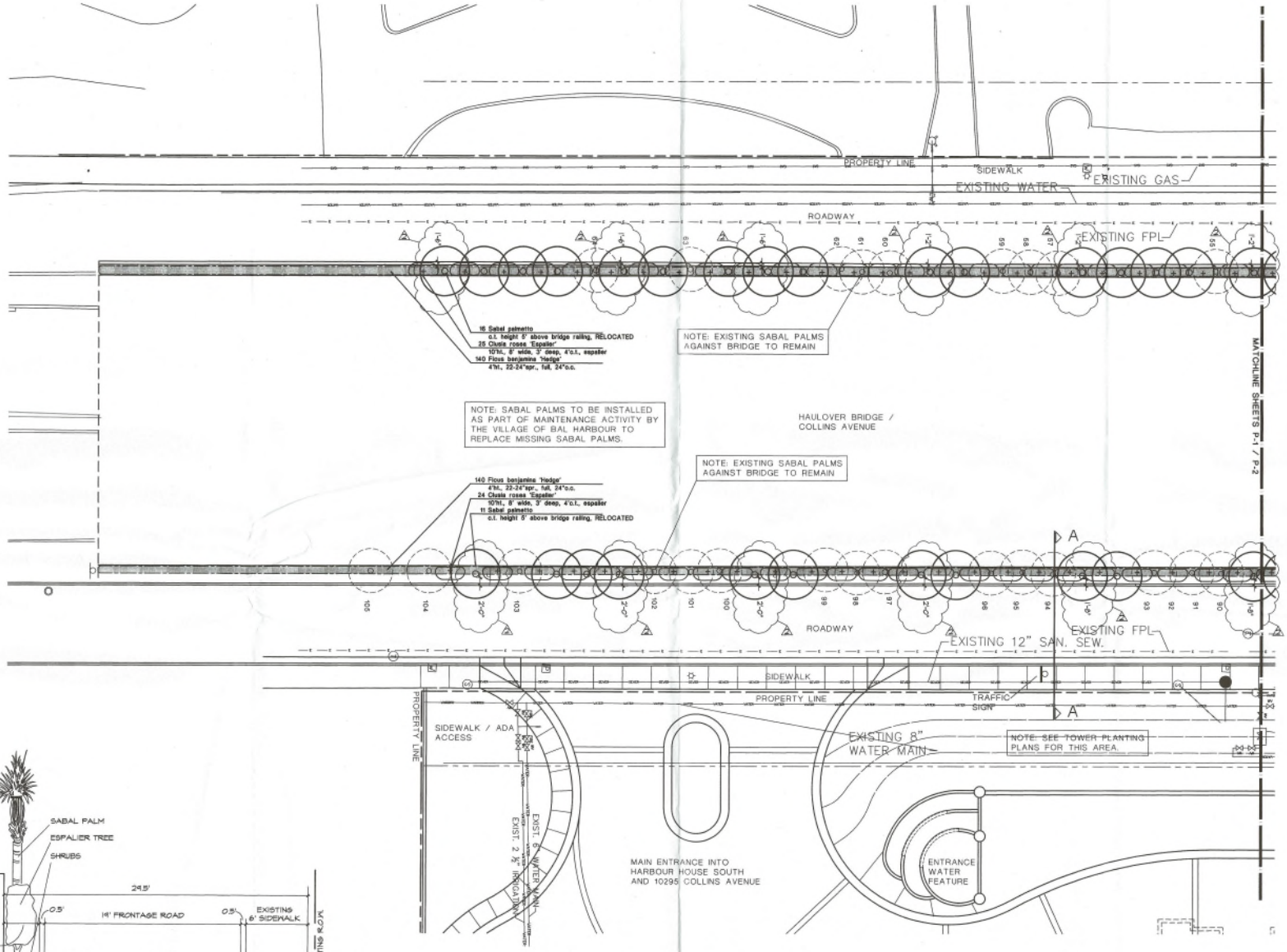
# 10295 COLLINS AVENUE
Bal Harbour, Florida

## ROADWAY IMPROVEMENTS TREE DISPOSITION PLAN

JULY 25, 2005
REVISED
MARCH 4, 2005
DATE
H.C.H.
DRAWN BY
W.T.B.
APPROVED BY

This drawing is the property of Bradshaw and Associates, and is an instrument of service not to be reproduced in whole or in part without the express written permission of same.

TD-1




BASE INFORMATION PROVIDED BY PEDRAJ ENGINEERS.


BRADSHAW & ASSOCIATES
Professional Association A.S.L.A.
Landscape Architecture and Planning
4337 Seagrape Drive
Lauderdale by the Sea
Florida 33308
Broward 954-772-0724
Dade 305-944-7245
FAX 954-772-8417


# 10295 COLLINS AVENUE

Bal Harbour, Florida

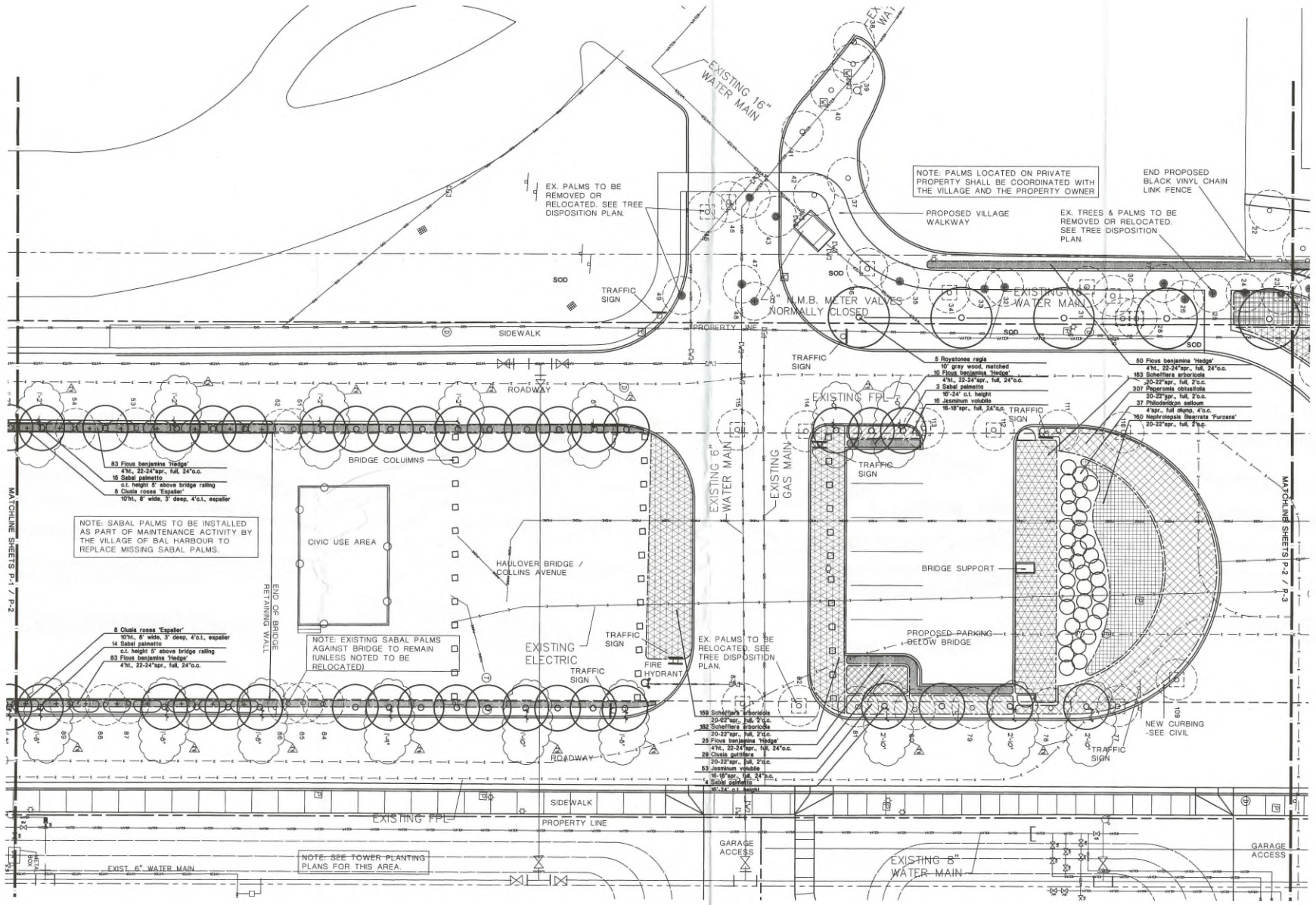
## ROADWAY IMPROVEMENTS

## PLANTING PLAN

| | |
|---|---|
| ⚠ NOVEMBER 22, 2005 | |
| JULY 25, 2005 | |
| REVISED | |
| MARCH 4, 2005 | |
| DATE | |
| H.C.H. | |
| DRAWN BY | |
| W.T.B. | |
| APPROVED BY | |

This drawing is the property of Bradshaw and Associates, and is an instrument of service not to be reproduced in whole or in part without the express written permission of same.

P-1




SCALE: 1" = 10'-0"

BASE INFORMATION PROVIDED BY PBS&J ENGINEERS.


**BRADSHAW & ASSOCIATES**
Professional Association
A.S.L.A.
Landscape Architecture and Planning
4337 Seagrape Drive
Lauderdale by the Sea
Florida 33308
Broward 954-772-0724
Dade 305-944-7245
FAX 954-772-8417


# 10295 COLLINS AVENUE

Bal Harbour, Florida

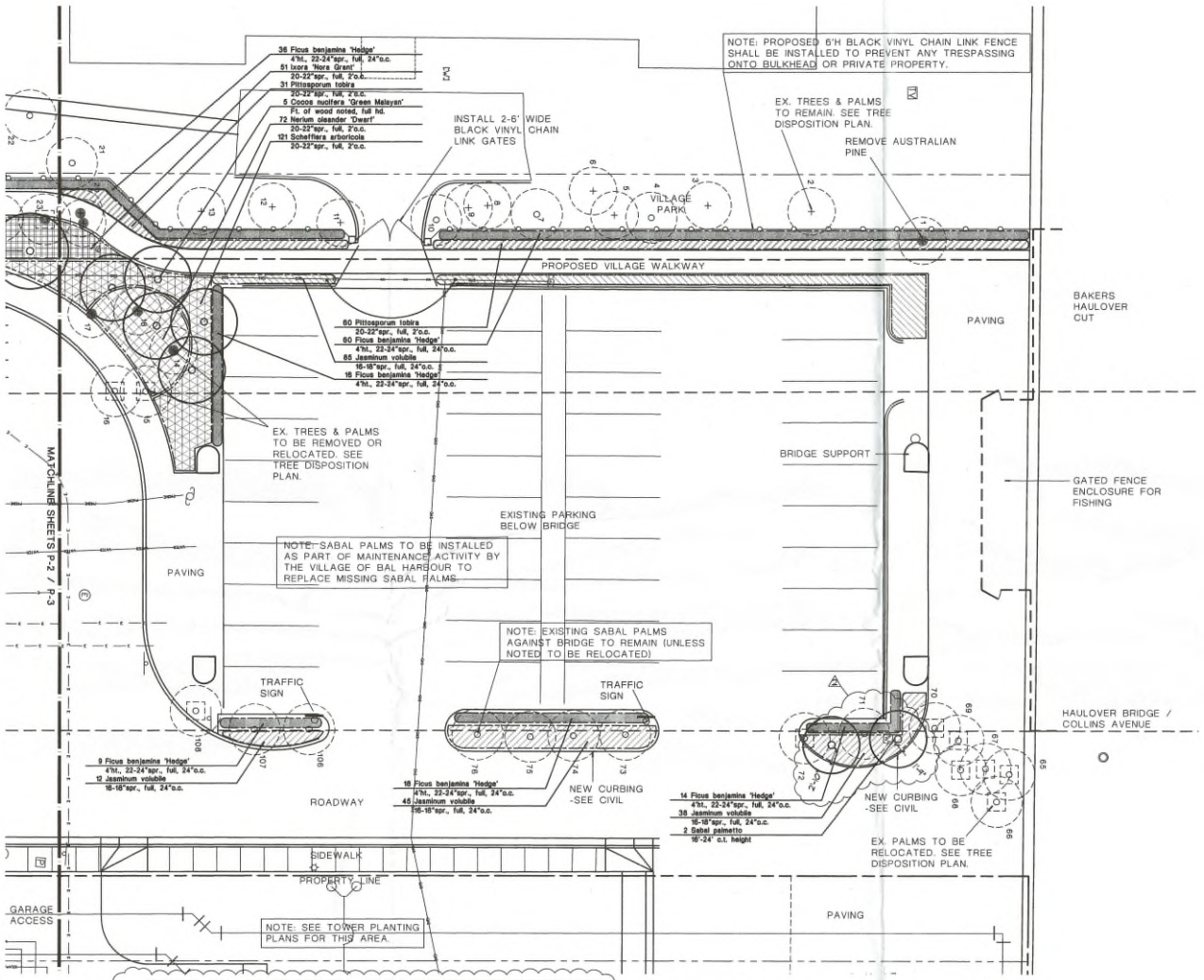
## ROADWAY IMPROVEMENTS

## PLANTING PLAN

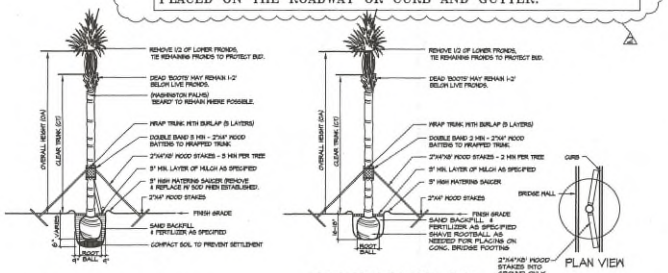
⚠NOVEMBER 22, 2005
JULY 25, 2005
REVISED
MARCH 4, 2005
DATE
H.C.H.
DRAWN BY
W.T.B.
APPROVED BY

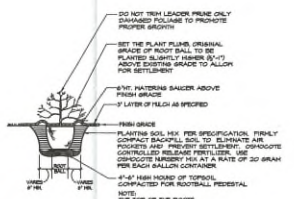

This drawing is the property of Bradshaw and Associates, and is an instrument of service not to be reproduced in whole or in part without the express written permission of same.


P-2




NOTE: UNDER NO CIRCUMSTANCE SHALL THE TREE STAKES BE PLACED ON THE ROADWAY OR CURB AND GUTTER.



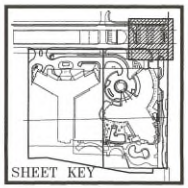




## PLANT LIST

| QTY. | Botanical Name / Common Name | Height, Spread, Trunk C.T., Remarks |
|---|---|---|
| | TREES & PALMS | |
| 6 | Cocos nucifera 'Green Malayan' Coconut Palm | Ft. of wood as shown, full hd. |
| 5 | Roystonea regia Royal Palm | 10' gray wood, matched |
| 27 | Sabal palmetto RELOCATED Cabbage Palm | o.t. height 5' above bridge railing or as noted |
| 38 | Sabal palmetto Cabbage Palm | o.t. height 5' above bridge railing or as noted |
| 65 | Clusia rosea 'Espalier' Pitch Apple | 10'ht., 8' wide, 3' deep, 4'o.t., espalier |
| | | |
| | SHRUBS & GROUNDCOVERS | |
| 29 | Clusia guttifera Dwarf Clusia | 20-22"spr., full, 2'o.c. |
| 684 | Ficus benjamina 'Hedge' Weeping Fig | 4'ht., 22-24"spr., full, 24"o.c. |
| 51 | Ixora 'Nora Grant' Ixora | 20-22"spr., full, 2'o.c. |
| 249 | Jasminum volubile Wax Jasmine | 16-18"spr., full, 2'o.c. |
| 160 | Nephrolepsis biserrata 'Furcans' Fishtail Fern | 20-22"spr., full, 2'o.c. |
| 72 | Nerium oleander 'Dwarf' Dwarf Oleander | 20-22"spr., full, 2'o.c. |
| 307 | Peperomia obtusifolia Rubber Plant | 20-22"spr., full, 2'o.c. |
| 37 | Philodendron selloum Tree Philodendron | 4'spr., full clump, 4'o.c. |
| 91 | Pittosporum tobira Green Pittosporum | 20-22"spr., full, 2'o.c. |
| 625 | Schefflera arboricola Dwarf Schefflera | 20-22"spr., full, 2'o.c. |
| | | |
| | MISCELLANEOUS | |
| 7,500 S.F. | Stenotaphrum secundatum 'Floratam' St. Augustine Sod | Solid, weed free panels |
| 150 C.Y. | Planting soil (qty. in Cubic Yards) | |
| 60 C.Y. | Eucalyptus Mulch (qty. in Cubic Yards) | |

GENERAL NOTES

- All plant materials shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", 2nd Edition. February 1998, State of Florida Department of Agriculture, Tallahassee, or thereto.
- All landscape areas to be provided with a 100% automatic irrigation system.
- All landscaping and irrigation shall be installed in a sound workmanlike manner and according to accepted and proper planting procedures with the quality of plant materials described.
- Specifications of plant materials as follows: Spread-indicates average spread to midpoint; Height (o.a.)-indicates overall height from top of root ball to midpoint of current season's growth; C.T.-indicates clear trunk measurement to first branching; Ft. of Wood-indicates measurement on palms from top of ball to top of stalks.
- All trees shall be properly guyed and staked at the time of planting to ensure proper establishment.
- Hedges shall be planted and maintained so as to form a continuous, unbroken, solid visual screen.
- All sod areas to be St. Augustine 'Floratam' solid sod.
- The planting soil for all planting areas shall be composed of a minimum of 30% muck or horticulturally acceptable organic material. The minimum soil depth shall be four inches in all hedge and mass planting beds and 1/2 cu. yd. per tree. Palms to be planted in clean sand.
- A minimum of three inches of Eucalyptus mulch shall be installed around each tree planting, including palm trees, and throughout hedge and shrub plantings.
- The contractor is responsible for his own quantity count. Any discrepancy between drawings and plant list shall be considered as correct on the drawings.




SCALE: 1" = 10'-0"

BASE INFORMATION PROVIDED BY PBS&J ENGINEERS.

BRADSHAW & ASSOCIATES
Professional Association A.S.L.A.
Landscape Architecture and Planning
4337 Seagrape Drive
Lauderdale by the Sea
Florida 33308
Broward 954-772-0724
Dade 305-944-7245
FAX 954-772-8417

# 10295 COLLINS AVENUE

Bal Harbour, Florida

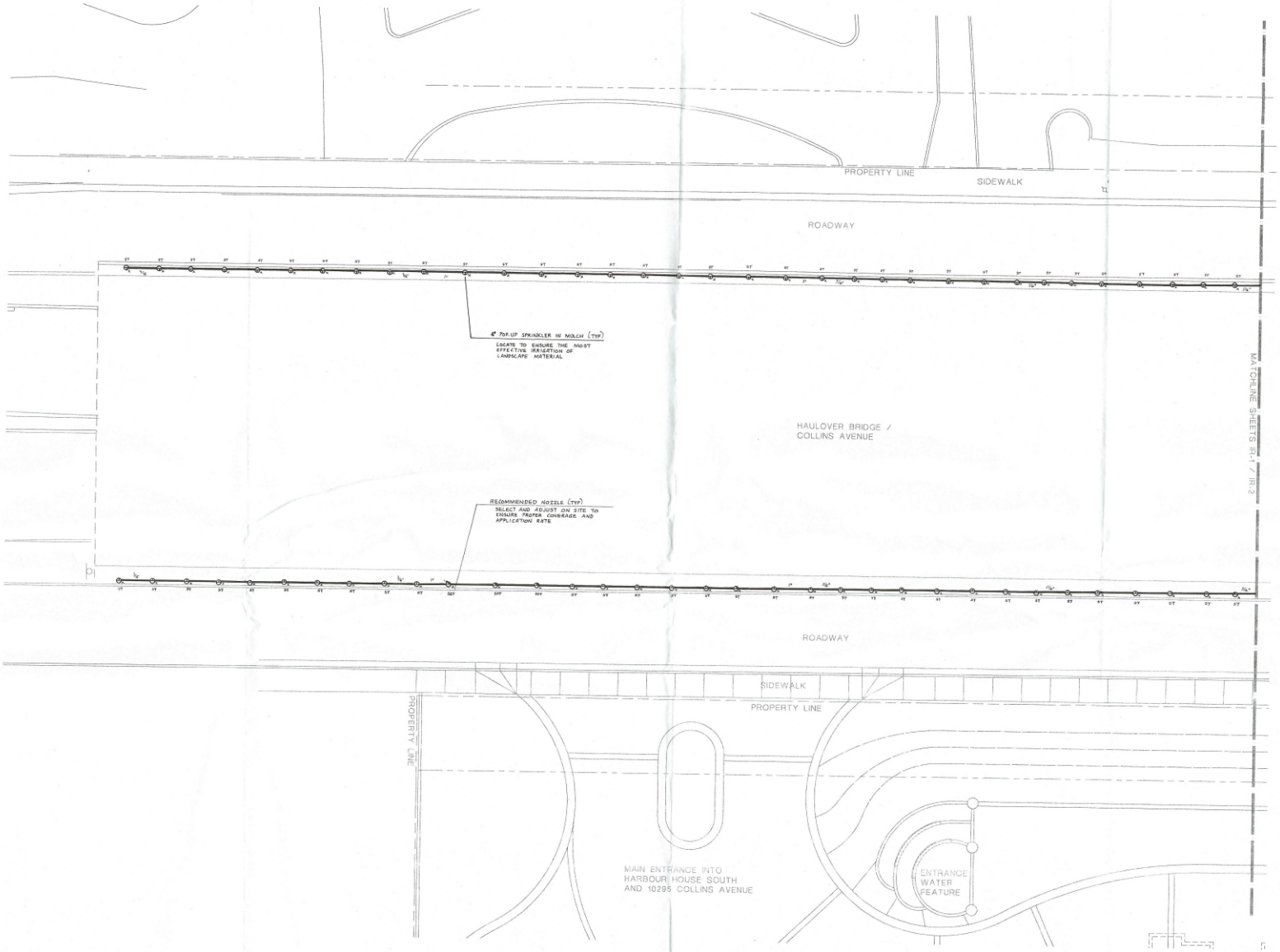
## ROADWAY IMPROVEMENTS

## PLANTING PLAN

△NOVEMBER 22, 2005
JULY 25, 2005
REVISED
MARCH 4, 2005
DATE
H.C.H.
DRAWN BY
W.T.B.
APPROVED BY

This drawing is the property of Bradshaw and Associates, and is an instrument of service not to be reproduced in whole or in part without the express written permission of same.

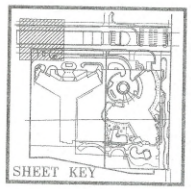
P-3




NOTES:

IRRIGATION SYSTEM SHALL BE INSTALLED:

1. IN ACCORDANCE WITH LOCAL CODES AND FDOT STANDARD IRRIGATION SPECIFICATIONS.
2. UNDER THE SUPERVISION OF THE L.A.
3. TO ELIMINATE OVERTHROW ONTO ROADWAYS.




SCALE: 1" = 10'-0"

BASE INFORMATION PROVIDED BY PBS&J ENGINEERS.

BRADSHAW GILL & ASSOCIATES
Professional Association
A.S.L.A.
Landscape Architecture and Planning
4337 Seagrape Drive
Lauderdale by the Sea
Florida 33308
Broward 954-772-0724
Dade 305-944-7245
FAX 954-772-8417

# 10295 COLLINS AVENUE

Bal Harbour, Florida

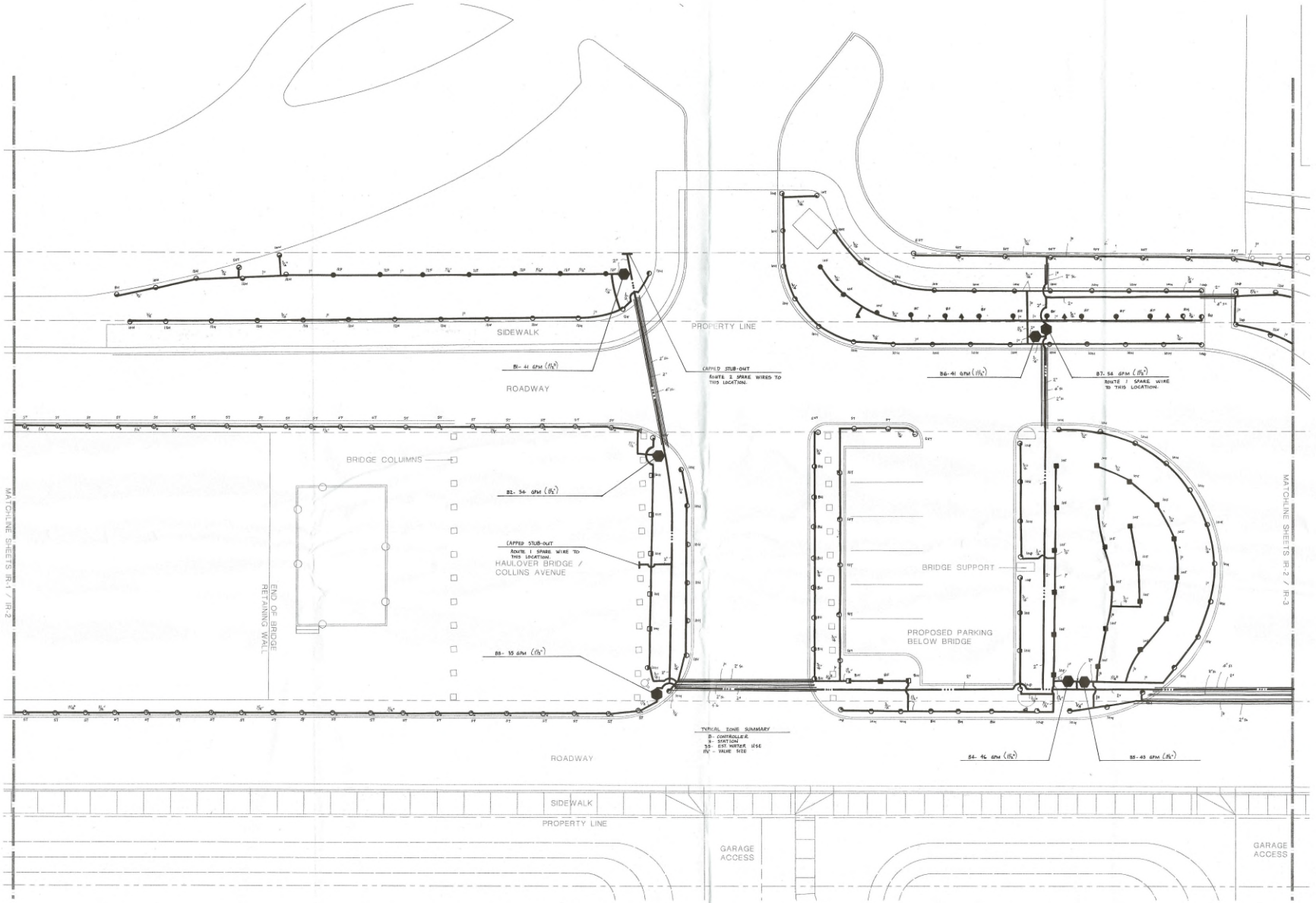
## ROADWAY IMPROVEMENTS

## IRRIGATION PLAN

REVISED
MARCH 14, 2005
DATE
K.D.
DRAWN BY
W.T.E.
APPROVED BY

This drawing is the property of Bradshaw, Gill and Associates, and is an instrument of service not to be reproduced in whole or in part without the express written permission of same.

IR-1




SHEET KEY

SCALE: 1" = 10'-0"

BASE INFORMATION PROVIDED BY PBS&J ENGINEERS.


BRADSHAW GILL & ASSOCIATES

Professional Association
A.S.L.A.

Landscape Architecture and Planning

4337 Seagrape Drive
Lauderdale by the Sea
Florida 33308
Broward 954-772-0724
Dade 305-944-7245
FAX 954-772-8417


# 10295 COLLINS AVENUE

Bal Harbour, Florida

## ROADWAY IMPROVEMENTS

## IRRIGATION PLAN

REVISED
MARCH 14, 2005

DATE
K.D.

DRAWN BY
W.T.B.

APPROVED BY


This drawing is the property of Bradshaw, Gill and Associates, and is an instrument of service not to be reproduced in whole or in part without the express written permission of same.


IR-2

# 10295 COLLINS AVENUE

Bal Harbour, Florida

ROADWAY IMPROVEMENTS

IRRIGATION P

REVISED
MARCH 14, 2005
DATE
K.D.
DRAWN BY
W.T.B.
APPROVED BY

This drawing is the property of Bradshaw, Gil and Associates, and is an instrument of service which is not to be used in whole or in part without the express written permission of same.

IR-3

SCALE: 1" = 10'-0"

SHEET KEY

BASE INFORMATION PROVIDED BY PBS&J ENGINEERS

BAKERS HAULOVER CUT

HAULOVER BRIDGE / COLLINS AVENUE

PAVING

BRIDGE SUPPORT

EXISTING PARKING BELOW BRIDGE

ROADWAY

SIDEWALK

PROPERTY LINE

GARAGE ACCESS

MATCHLINE SHEETS IR-2 / IR-3

MASTER VALVE

BACKFLOW PREVENTER
REFER TO CIVIL & MECHANICAL PLAN FOR ADDITIONAL INFORMATION

AUTO. CONTROLLER
MOUNT ON UNI-STRUT FRAME
INSTALL MAIN SENSOR

## LEGEND

| SYMBOL | MODEL NO. | DESCRIPTION | * EST. QUANTITY |
|---|---|---|---|
| ▲ | 570S-FB-10OPC | TORO FLOOD BUBBLER | 04 |
| △ | 570S-SB-18O | TORO SHRUB BUBBLER | 01 |
| △ | 570S-SB-2S-18O | TORO SHRUB BUBBLER | 04 |
| 8H | 570S-8H | TORO SHRUB SPRAY | 02 |
| 8F | 570S-8F | TORO SHRUB SPRAY | 02 |
| 10Q | 570S-10Q | TORO SHRUB SPRAY | 01 |
| 10H | 570S-10H | TORO SHRUB SPRAY | 05 |
| 10F | 570S-10F | TORO SHRUB SPRAY | 22 |
| 12H | 570S-12H | TORO SHRUB SPRAY | 02 |
| EST | 570Z-4P-XF-4EST | TORO ADJ POP-UP SPRAY (4") | 01 |
| SST | 570Z-4P-XF-4SST | TORO ADJ POP-UP SPRAY (4") | 10 |
| ST | 570Z-4P-XF-4SSST | TORO ADJ POP-UP SPRAY (4") | 104 |
| 8H | 570Z-6P-XF-8H | TORO ADJ POP-UP SPRAY (6") | 03 |
| 8F | 570Z-6P-XF-8F | TORO ADJ POP-UP SPRAY (6") | 08 |
| 10Q | 570Z-6P-XF-10Q | TORO ADJ POP-UP SPRAY (6") | 03 |
| 10T | 570Z-6P-XF-10T | TORO ADJ POP-UP SPRAY (6") | 01 |
| 10H | 570Z-6P-XF-10H | TORO ADJ POP-UP SPRAY (6") | 28 |
| 10F | 570Z-6P-XF-10F | TORO ADJ POP-UP SPRAY (6") | 03 |
| 12H | 570Z-6P-XF-12H | TORO ADJ POP-UP SPRAY (6") | 15 |
| 12F | 570Z-6P-XF-12F | TORO ADJ POP-UP SPRAY (6") | 07 |
| 8SST | 570Z-6P-XF-4SST | TORO ADJ POP-UP SPRAY (6") | 01 |
| 8Q | 570Z-12P-XF-8Q | TORO ADJ. POP-UP SPRAY (12") | 05 |
| 8H | 570Z-12P-XF-8H | TORO ADJ. POP-UP SPRAY (12") | 20 |
| 10V | 570Z-12P-XF-10V | TORO ADJ. POP-UP SPRAY (12") | 01 |
| 10Q | 570Z-12P-XF-10Q | TORO ADJ. POP-UP SPRAY (12") | 08 |
| 10H | 570Z-12P-XF-10H | TORO ADJ. POP-UP SPRAY (12") | 25 |
| 12Q | 570Z-12P-XF-12Q | TORO ADJ. POP-UP SPRAY (12") | 02 |
| 12H | 570Z-12P-XF-12H | TORO ADJ. POP-UP SPRAY (12") | 07 |
| EST | 570Z-12P-XF-4EST | TORO ADJ. POP-UP SPRAY (12") | 11 |
| SST | 570Z-12P-XF-4SST | TORO ADJ. POP-UP SPRAY (12") | 27 |
| ST | 570Z-12P-XF-4SSST | TORO ADJ. POP-UP SPRAY (12") | 04 |
| ●,⊕ | P220-26-06 | TORO 1 1/2" SOLENOID VALVE | 08 |
| R | ESP-12LX Plus | RAIN BIRD AUTO CONTROLLER | 01 |
| NOT SHOWN | 502C | HUNTER RAIN SENSOR | 01 |
| NOT SHOWN | | PAIGE DIRECT BURIAL UF WIRE<br>#14 AWG VALVE CONTROL<br>#12 AWG VALVE COMMON | AS REQUIRED |
| NOT SHOWN | | SCH 40 GALVANIZED STEEL | AS REQUIRED |
| | | SCH 40 PVC<br>MAIN<br>SLEEVES | AS REQUIRED |
| □ NOT SHOWN | | SHRUB RISERS<br>PVC FITTINGS | |
| | | TYPE 1120 PVC LATERALS<br>SDR 21, CLASS 200 (3/4")<br>SDR 26, CLASS 160 (1" AND LARGER) | AS REQUIRED |
| ▸◂ | | GATE VALVE (TO LINE SIZE) | 01 |
| ▸◂●⊕ | | VALVE BOXES | 09 |
| R | | GROUNDING LOCATION | 01 |
| ⊗ POC | | POINT-OF-CONNECTION | 01 |
| ⊢ | | CAPPED STUB-OUT | 02 |
| ▼ BF | | BACKFLOW PREVENTERS | BY OTHERS |
| ⊠ | | CITY WATER METER | BY OTHERS |

NOTE: ABOVE QUANTITIES ARE FOR COMPARISON ONLY. CONTRACTOR SHALL VERIFY PRIOR TO SUBMITTING BID.

## ZONE SUMMARY CHART

| STA NO. | VALVE | SPRINKLER TYPE | VALVE SIZE | WATER DEMAND | RUN *TIME | WEEKLY USAGE |
|---|---|---|---|---|---|---|
| 1 | B1 | SPRAY | 1 1/2" | 41 GPM | 60 MIN/WK | 2440 GAL/WK |
| 2 | B2 | SPRAY | 1 1/2" | 34 GPM | 60 MIN/WK | 2040 GAL/WK |
| 3 | B3 | SPRAY | 1 1/2" | 35 GPM | 60 MIN/WK | 2100 GAL/WK |
| 4 | B4 | SPRAY | 1 1/2" | 46 GPM | 60 MIN/WK | 2760 GAL/WK |
| 5 | B5 | SPRAY | 1 1/2" | 43 GPM | 60 MIN/WK | 2580 GAL/WK |
| 6 | B6 | SPRAY | 1 1/2" | 41 GPM | 60 MIN/WK | 2440 GAL/WK |
| 7 | B7 | SPRAY | 1 1/2" | 54 GPM | 60 MIN/WK | 3120 GAL/WK |
| 8-12 | SPARE | | | | | |
| | | | | | | 17,480 GAL/WK |

* TO APPLY 1.5 IN/WK

## IRRIGATION NOTES & SPECIFICATIONS

AUTOMATIC IRRIGATION SYSTEM
WATER DEMAND / ZONE — REFER TO PLAN
WATER SOURCE — 1 1/2" CITY WATER METER
PRESSURE REQUIRED — 60 PSI

GENERAL

IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, CONTRACT DRAWINGS, CONTRACT SPECIFICATIONS, AND FDOT STATE STANDARDS.

IRRIGATION DESIGN BASED ON "PLANTING PLAN" DATED MARCH 4, 2005. CONTRACTOR SHALL REFER TO THIS PLAN TO COORDINATE SPRINKLER LOCATIONS AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATIONS.

THIS IRRIGATION PLAN SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL INSTALL IRRIGATION TO MATCH ON SITE CONDITIONS AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS SCALED AT 1" = 10'.

THIS IRRIGATION HAS BEEN DESIGNED AS A TYPICAL BLOCK VALVE TYPE USING TORO SPRAY SPRINKLERS AND IN-LINE VALVES, AND A RAIN BIRD CONTROL SYSTEM. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER. A MASTER VALVE SHALL BE INSTALLED TO DEPRESSURIZE THE SYSTEM WHEN NOT IN USE.

THE WATER SOURCE SHALL BE A 1 1/2" CITY WATER METER. CONTRACTOR SHALL VERIFY THAT CITY PRESSURE IS MAINTAINED ABOVE 60 PSI WHEN IRRIGATION IS PROGRAMMED TO OPERATE.

BACKFLOW PREVENTION SHALL BE INSTALLED TO MEET LOCAL CODE REQUIREMENTS FOR CROSS CONNECTION CONTROL. REFER TO CIVIL ENGINEERING PLANS FOR ADDITIONAL INFORMATION. BACKFLOW PREVENTER SHALL BE INSTALLED BY OTHERS.

CONTRACTOR IS ADVISED TO STUDY THE PLANS FOR ADDITIONAL INFORMATION AND TO VISIT THE SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS.

TO ENSURE PROPER OPERATION, PRESSURE REQUIRED, SOURCE SIZE, VALVE SIZES, ZONE CAPACITIES, SPRINKLER SPACING, PIPE AND WIRE SIZES, INSTALLATION NOTES AND DETAILS, AND SPECIFICATIONS SHALL BE FOLLOWED AS SHOWN.

PIPING

PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC. EACH SLEEVE SHALL: (1) BE BURIED TO A MINIMUM DEPTH OF 18", (2) BE TWO PIPE SIZES LARGER THAN THE CARRIER PIPE, AND (3) EXTEND 3' BEYOND HARDSCAPED AREA. CONTRACTOR SHALL VERIFY THE SIZE, DEPTH AND LOCATION OF ALL EXISTING SLEEVES.

PIPE INSTALLED ABOVE GRADE FOR THE BACKFLOW PREVENTER SHALL BE SCH 40 GALVANIZED STEEL. ALL OTHER PIPING SHALL BE TYPE 1120 PVC. THE MAIN LINE SHALL BE SCH 40. LATERALS SIZED 1" AND LARGER SHALL BE SDR 26, CLASS 160. LATERALS SIZED 3/4" SHALL BE SDR 21, CLASS 200.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED AT SUFFICIENT DEPTH BELOW GROUND TO PROTECT IT FROM HAZARD SUCH AS VEHICULAR TRAFFIC OR ROUTINE OCCURRENCES WHICH OCCUR IN THE NORMAL USE AND MAINTENANCE OF THE PROPERTY. DEPTHS OF COVER SHALL MEET OR EXCEED FDOT STATE STANDARDS. REFER TO THE APPLICABLE DETAIL FOR ADDITIONAL INFORMATION.

BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

THE BACKFLOW PREVENTER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND SHALL BE LOCATED TO BE CONCEALED FROM VIEW.

A GATE VALVE SHALL BE INSTALLED FOR ISOLATION. THIS VALVE SHALL BE TO LINE SIZE AND INSTALLED IN A VALVE BOX. POROUS MATERIAL SHALL BE INSTALLED PER BOX TO PROMOTE DRAINAGE.

SPRINKLERS

SPRINKLER LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR LANDSCAPING, SITE LIGHTING, PREVAILING WIND, MOUNDING, SIGNAGE, ETC. TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW ONTO WALKWAYS.

SPRAY HEADS SHALL BE TORO 570 SERIES. FOUR INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH MULCH, SIX INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH SOD, TWELVE INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH GROUNDCOVER AND LOW SHRUBS, AND SHRUB HEADS AND BUBBLERS SHALL BE INSTALLED IN AREAS LANDSCAPED WITH TALL SHRUBS AND PALMS.

POP-UP TYPE LOCATED IN SOD, MULCH, AND GROUND COVERS SHALL BE INSTALLED ON FLEXIBLE SWING JOINTS CONSISTING OF THICK POLLY PIPE AND 1/2" INSERT ELBOWS.

POP-UP SPRAY TYPE LOCATED IN SHRUBS SHALL BE INSTALLED ON 1/2" SCH 40 PVC RISERS TO A HEIGHT SO SPRINKLERS ARE CONCEALED FROM VIEW EXCEPT DURING USE.

SHRUB TYPE AND BUBBLERS SHALL BE INSTALLED ON 1/2" SCH 40 PVC RISERS. SHRUB HEADS SHALL BE INSTALLED A STANDARD HEIGHT OF 6" ABOVE PLANTS AND SHALL BE INSTALLED WITHIN PLANTS TO BE CONCEALED FROM VIEW. BUBBLERS SHALL BE INSTALLED AT THE BASE OF TALL SHRUBS FOR LOW LEVEL WATERING. RISERS SHALL BE PAINTED FLAT BLACK TO BE LESS VISIBLE.

EACH SPRAY HEAD SHALL BE EQUIPPED WITH THE APPROPRIATE MPR NOZZLE AND SHALL HAVE X-FLOW SHUT-OFF FEATURE.

ADJUSTMENT FEATURES OF SPRINKLERS SPECIFIED SHALL BE UTILIZED TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. LOW ANGLE, FLAT SPRAY, AND ADJUSTABLE ARC NOZZLES SHALL BE USED TO MINIMIZE OVERTHROW.

SPRINKLERS LOCATED ADJACENT TO HARDSCAPED AREAS SHALL BE INSTALLED AWAY FROM HARDSCAPED AREAS TO MINIMIZE OVERTHROW AND THE CHANCE OF DAMAGE BY VEHICLES, PEDESTRIANS, AND LAWN MAINTENANCE PERSONNEL. AS A GENERAL RULE, 4" AND 6" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 6", SHRUB HEADS AND 12" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 18".

CONTROL SYSTEM

A RAIN BIRD ESP SERIES ELECTRIC CONTROL SYSTEM SHALL BE INSTALLED. ONE 12 STATION CONTROLLER SHALL ACTIVATE 7 IN-LINE VALVES AND A MASTER VALVE. ONE VALVE SHALL BE CONTROLLED PER STATION EXCEPT AS NOTED. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S INSTRUCTIONS. PROPER GROUNDING EQUIPMENT SHALL BE PROVIDED.

CONTROLLER LOCATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. A 120 VAC ELECTRIC SOURCE IS REQUIRED PER LOCATION.

CONTROL LINES FROM THE AUTOMATIC CONTROLLER TO IN-LINE AUTOMATIC VALVES SHALL BE #14 AWG DIRECT BURIAL UNDERGROUND FEED TYPE WHICH SHALL BE: (1) INSTALLED IN ACCORDANCE WITH LOCAL CODES, (2) SLEEVED WHEN ROUTED UNDER PAVEMENT, (3) BURIED TO A MINIMUM DEPTH OF 30", (4) COLOR CODED TO FACILITATE TROUBLESHOOTING AND, (5) SPLICED MOSTLY AT VALVE LOCATIONS. SPLICES SHALL BE MADE WATERPROOF USING APPROVED METHODS. SPARE WIRES SHALL BE ROUTED FROM THE CONTROLLER IN ALL DIRECTIONS TO THE FARTHEST VALVES CONTROLLED AND TO CAPPED STUB-OUTS AS NOTED.

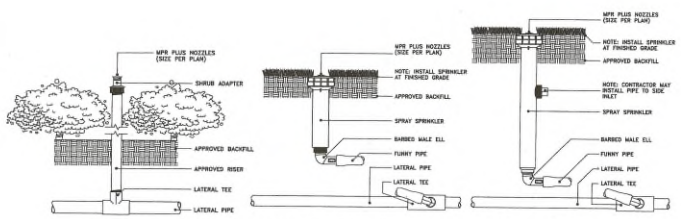
AN INDIVIDUAL CONTROL WIRE SHALL BE ROUTED TO EACH VALVE AND VALVES WHICH OPERATE SIMULTANEOUSLY SHALL BE TEED TOGETHER AT THE CONTROLLER.

AUTOMATIC AND MASTER VALVE LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A VALVE BOX. A MINIMUM OF ONE CUBIC FOOT OF GRAVEL SHALL BE PROVIDED PER BOX TO PROMOTE DRAINAGE.

WATER CONSERVATION EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. THE RAIN SENSOR SHALL BE PLACED ON A STATIONARY STRUCTURE, MINIMUM OF 5' CLEARANCE FROM OTHER OUTDOOR EQUIPMENT, FREE AND CLEAR OF ANY TREE CANOPY OR OTHER OVERHEAD OBSTRUCTION, AND ABOVE THE HEIGHT OF SPRINKLER COVERAGE.

TIMING AND PRECIPITATION

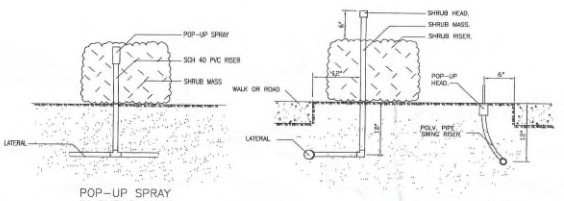
TIMING OF EACH STATION SHALL BE SET IN THE FIELD TO MATCH LOCAL REQUIREMENTS. REFER TO ZONE SUMMARY CHART FOR RECOMMENDED RUN TIMES TO APPLY 1.5 INCHES/WEEK.




SHRUB/BUBBLER SPRINKLER — NOT TO SCALE

POP-UP SPRINKLER ON POLY PIPE SWING JOINT — NOT TO SCALE

12" POP-UP SPRINKLER ON POLY PIPE SWING JOINT — NOT TO SCALE

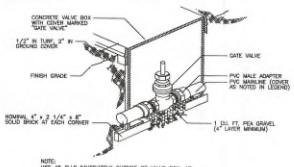



POP-UP SPRAY IN SHRUB MASS — NOT TO SCALE

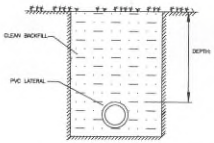
| WIRE COLOR CODING CHART | |
|---|---|
| STATION # | WIRE COLOR |
| 1 , 11 | BLACK |
| 2 , 12 | RED |
| 3 , 13 | GREEN |
| 4 , 14 | YELLOW |
| 5 , 15 | ORANGE |
| 6 , 16 | BLUE |
| 7 , 17 | BROWN |
| 8 , 18 | PURPLE |
| 9 , 19 | TAN |
| 10 , 20 | GREY |
| COMMON | WHITE |
| SPARE | PINK |

SPRINKLER LOCATION DETAIL — NOT TO SCALE

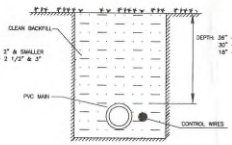
**NOTE: ALL PIPES BELOW PAVEMENT TO HAVE 36" OF COVER.**



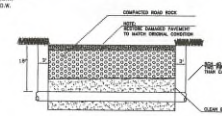

GATE VALVE DETAIL — NOT TO SCALE



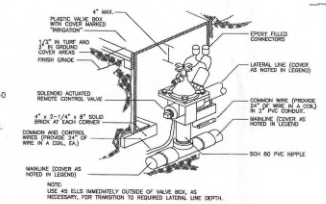

TRENCHING DETAIL—LATERALS — FDOT STATE STANDARDS — NOT TO SCALE



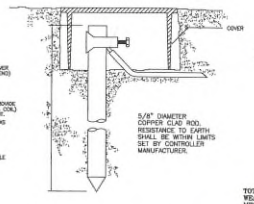

TRENCHING DETAIL—MAIN LINE — FDOT STATE STANDARDS — NOT TO SCALE



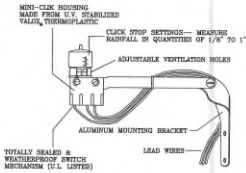

PIPE SLEEVE DETAIL — NOT TO SCALE



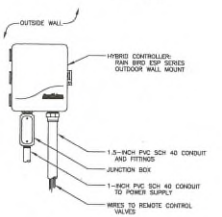

REMOTE CONTROL VALVE DETAIL — NOT TO SCALE




GROUNDING ROD INSTALLATION — NOT TO SCALE




MINI-CLIK II RAIN SENSOR — NOT TO SCALE




ESP WALL MOUNT CONTROLLER — NOT TO SCALE


BRADSHAW GILL & ASSOCIATES
Professional Association A.S.L.A.
Landscape Architecture and Planning
4337 Seagrape Drive
Lauderdale by the Sea
Florida 33308
Broward 954-772-0724
Dade 305-944-7245
FAX 954-772-8417


# 10295 COLLINS AVENUE
Bal Harbour, Florida
ROADWAY

IRRIGATION SPECIFICATIONS

⚠ JULY 25, 2005
REVISED
MARCH 14, 2005
DATE
K.D.
DRAWN BY
W.T.B.
APPROVED BY


This drawing is the property of Bradshaw, Gill and Associates, and is an instrument of service not to be reproduced in whole or in part without the express written permission of same.

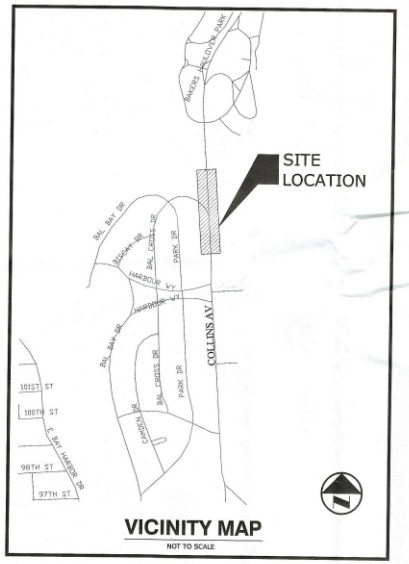

IR-4

# 10295 COLLINS AVENUE ROADWAY IMPROVEMENTS

**BAL HARBOUR, FLORIDA**

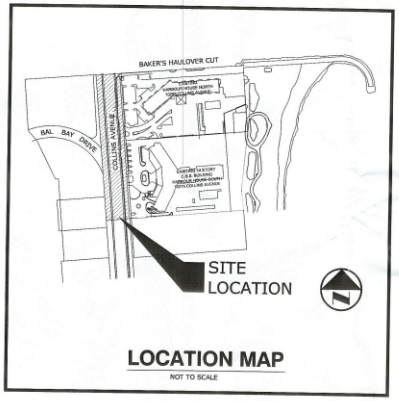
PREPARED FOR:

## WCI COMMUNITIES, INC.




**VICINITY MAP**

NOT TO SCALE




**LOCATION MAP**

NOT TO SCALE

INDEX OF DRAWINGS


| | |
|---|---|
| | COVER SHEET |
| C-1 | EXISTING CONDITIONS PLAN |
| C-2 | DEMOLITION PLAN |
| C-3 | SITE PLAN |
| C-4 | PAVING GRADING AND DRAINAGE PLAN |
| C-5 | DETAILS |


DEC 22 2005
PERMITS OFFICE

#05 K 691 0052

WORK WITHIN THE F. D. O. T.
RIGHT OF WAY SHALL CONFORM TO CURRENT F.D.O.T. STANDARDS AND SPECIFICATIONS

PREPARED BY:


PBS&J

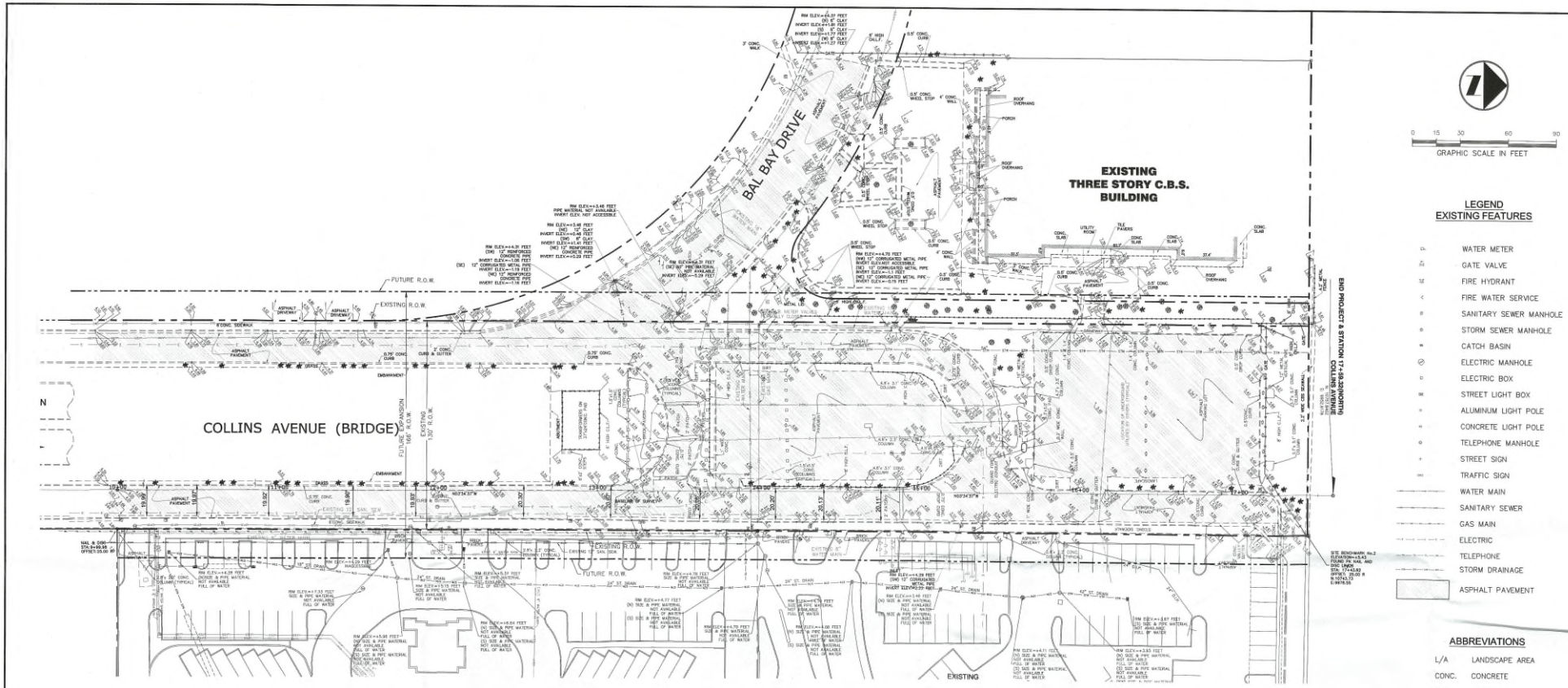
ARCHITECTURE • ENGINEERING • SURVEYING • PLANNING
2001 N.W. 107th AVENUE
MIAMI, FLORIDA 33172-2507
TEL. (305)592-7275 FAX (305)599-0448



Call 48 hours before you dig in Florida
It's the Law!
1-800-432-4770
FP&L (305) 347-3900
Sunshine State One Call of Florida, Inc.



F:\Work\Dwg Bal Harbour\COLLINS STREET-SCAPE IMPROVEMENTS (OCTOBER 2005)\C-00 COVER SHEET.dwg 10/7/2005 9:40:03 AM EDT

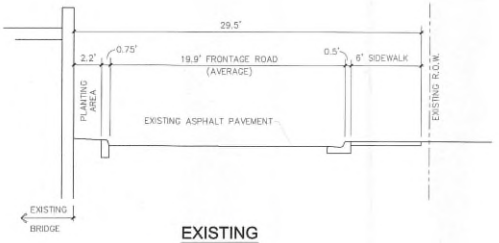



## LEGEND
## EXISTING FEATURES

- WATER METER
- GATE VALVE
- FIRE HYDRANT
- FIRE WATER SERVICE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CATCH BASIN
- ELECTRIC MANHOLE
- ELECTRIC BOX
- STREET LIGHT BOX
- ALUMINUM LIGHT POLE
- CONCRETE LIGHT POLE
- TELEPHONE MANHOLE
- STREET SIGN
- TRAFFIC SIGN
- WATER MAIN
- SANITARY SEWER
- GAS MAIN
- ELECTRIC
- TELEPHONE
- STORM DRAINAGE
- ASPHALT PAVEMENT

## ABBREVIATIONS

| | |
|---|---|
| L/A | LANDSCAPE AREA |
| CONC. | CONCRETE |
| TYP. | TYPICAL |
| C.L.F. | CHAIN LINK FENCE |




EXISTING

## NOTES:

1.–DRAWING BASED ON SURVEY PERFORMED BY PBSJ DATED 05–07–2004.

2.–ELEVATION REFER TO NGVD 1929.

F:\Works\One Bal Harbour\COLLINS STREET–SCAPE IMPROVEMENTS (OCTOBER 2005)\C–01 EXISTING CONDITIONS PLAN.dwg 10/7/2005 9:32:01 AM EDT

PBSJ
ARCHITECTURE
ENGINEERING
SURVEYING
PLANNING
2001 N.W. 107th AVENUE
MIAMI, FLORIDA 33172-2507
(305) 592-7275

CLIENT: WCI COMMUNITIES, INC.

PROJECT: 10295 COLLINS AVENUE
ROADWAY IMPROVEMENTS

TASK: EXISTING CONDITIONS PLAN

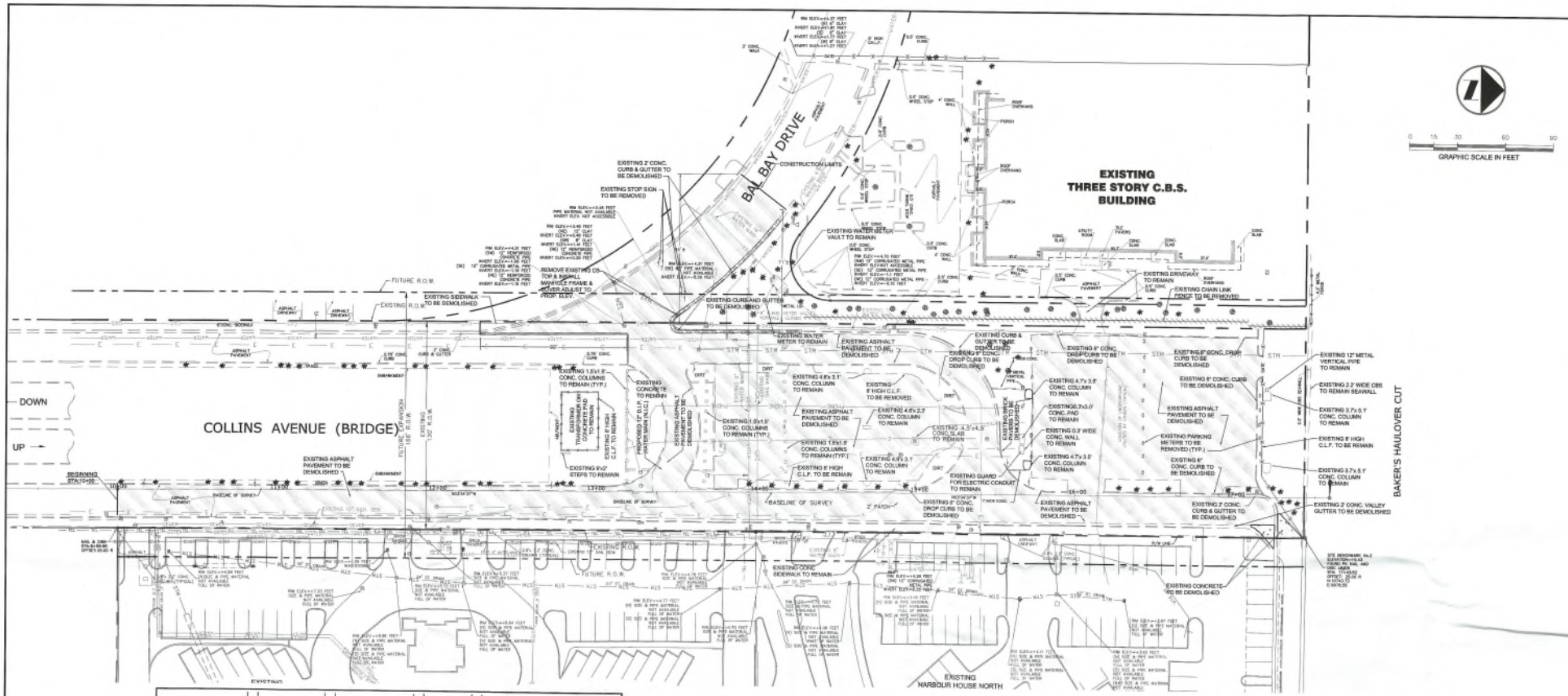
ORIGINAL: 5-1-04
REVISIONS:
1. 11-01-04 FDOT MEETING
2. 1-19-05 VBH REVIEW
3. 08-01-05 FDOT COMMENTS
4. 10-03-05
5. 11-29-05 FDOT COMMENTS
6.

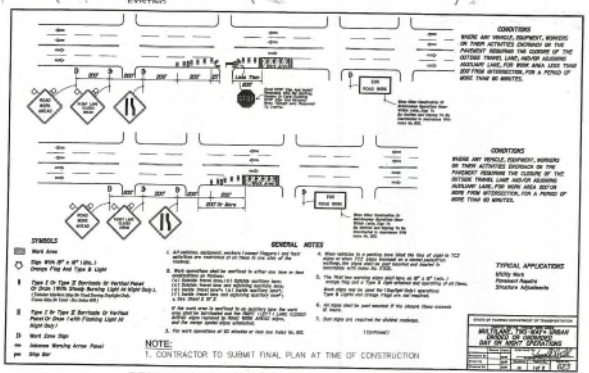
ENGINEER OF RECORD (CIVIL)
PARTHA VOHRA
P.E. #18263
Post Buckley Schuh & Jernigan, Inc.
d/b/a PBSJ
2001 NW 107TH AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FIRM CERTIFICATE OF AUTHORIZATION No.: 24

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BOX

JOB NO. 01-143102
DRAWN E.O.
DESIGNED P.V.
CHECKED MP
QC ML

SHEET: C-1




PRELIMINARY MAINTENANCE OF TRAFFIC PLAN

NOT TO SCALE

DEMOLITION NOTES:

1. EXISTING UTILITIES SHOWN ON THIS DRAWING ARE FROM THE BEST AVAILABLE INFORMATION. ACTUAL LOCATION AND ELEVATIONS MAY VARY. CONTRACTOR TO VERIFY ALL UTILITIES BEFORE PROCEEDING WITH WORK.

2. ALL FEATURES WITHIN SITE NOT IDENTIFIED FOR REMOVAL SHALL BE PROTECTED AND REMAIN UNDISTURBED.

3. CLEAR AND GRUB ALL AREAS WHERE NEW WORK IS INDICATED.

4. REMOVE/RELOCATE EXISTING TREES AND LANDSCAPING WITHIN THE SITE AS PER BAL HARBOUR VILLAGE STANDARDS AND COORDINATE WITH LANDSCAPE ARCHITECTURAL DRAWINGS.

5. CONTRACTOR TO COORDINATE AND OBTAIN ALL NECESSARY PERMITS FROM LOCAL, STATE AND FEDERAL AGENCIES HAVING JURISDICTION OVER THE SITE OR REGULATION CONSTRUCTION OPERATIONS.

6. CONTRACTOR TO REMOVE EXISTING IRRIGATION AND CAP PIPES SO AS NOT TO DISTURB THE OVERALL IRRIGATION SYSTEM.

7. CONTRACTOR TO REPAIR ANY DAMAGE TO EXISTING FACILITIES, SIDEWALKS, ASPHALT PAVEMENT LANDSCAPE, IRRIGATION, UTILITIES ETC. DISTURBED DURING CONSTRUCTION.

8. EXISTING ELECTRICAL BOXES TO BE REMOVED AND/OR RELOCATED AS REQUIRED. CONTRACTOR TO COORDINATE WITH FPL.

9. CONTRACTOR TO COVER ALL DRAINAGE WELLS AND PREVENT THE ENTRY OF CONSTRUCTION DEBRIS.

LEGEND

EXISTING ASPHALT PAVEMENT AND BASE TO BE DEMOLISHED

EXISTING CHAIN LINK FENCE TO BE REMOVED

F:\Works\One Bal Harbour\COLLINS STREET-SCAPE IMPROVEMENTS (OCTOBER 2005)\C-02 DEMOLITION.dwg 11/22/2005 1:39:33 PM EST

PBS&J
ARCHITECTURE
ENGINEERING
SURVEYING
PLANNING
2001 N.W. 107th AVENUE
MIAMI, FLORIDA 33172-2507
(305) 592-7275

CLIENT: WCI COMMUNITIES, INC.

PROJECT: 10295 COLLINS AVENUE ROADWAY IMPROVEMENTS

TASK: DEMOLITION PLAN

ORIGINAL: 5-1-04
REVISIONS:
1. 11-01-04 FDOT MEETING
2. 1-19-05 VBH REVIEW
3. 08-01-05 FDOT COMMENTS
4. 10-03-05
5. 11-29-05 FDOT COMMENTS
6.

ENGINEER OF RECORD (CIVIL)
PARTHA VOHRA
P.E. #18263
Post Buckley Schuh & Jernigan, Inc.
d/b/a PBS&J
3001 NW 107TH AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FBPE CERTIFICATE OF AUTHORIZATION No.: 24
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BOX

JOB NO. 01-1431.02
DRAWN E.O.
DESIGNED P.V.
CHECKED MP
QC ML
SHEET: C-2

## LEGEND
### EXISTING FEATURES

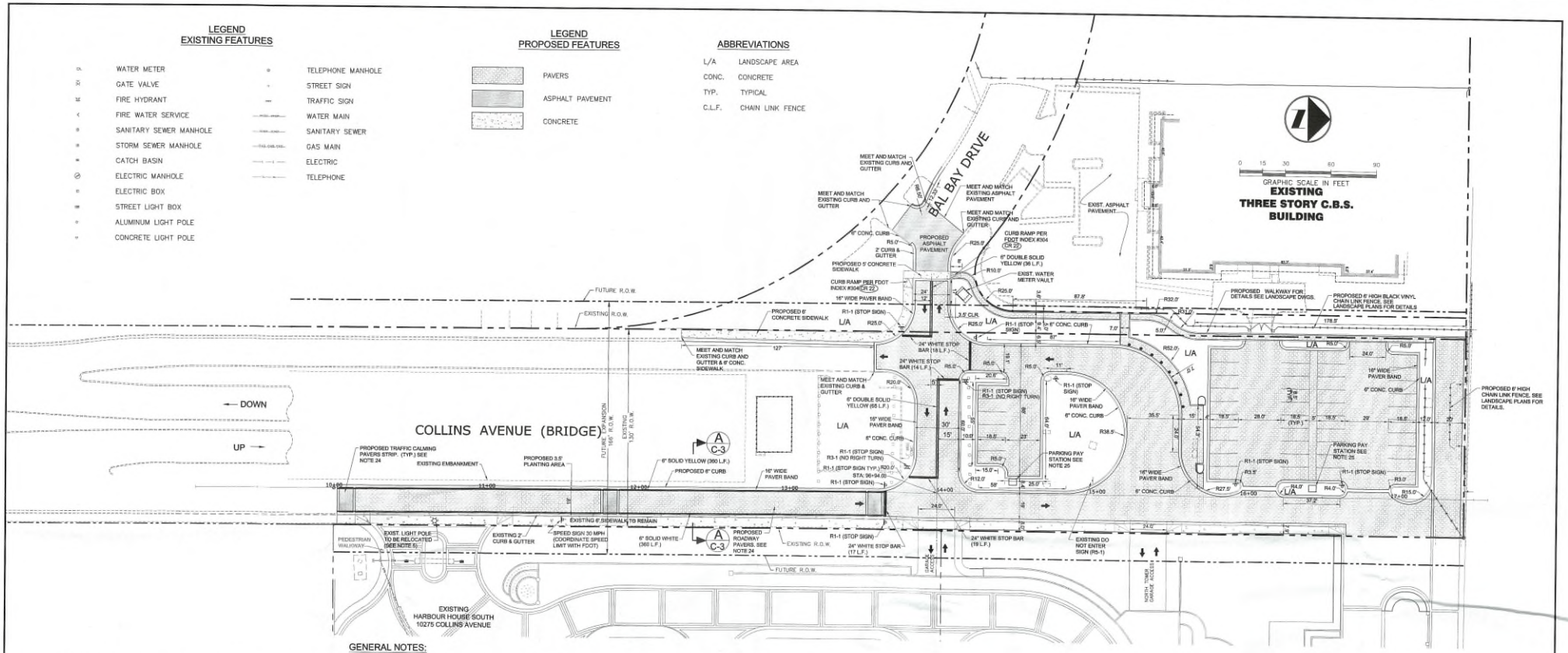
| | | | |
|---|---|---|---|
| WM | WATER METER | TM | TELEPHONE MANHOLE |
| GV | GATE VALVE | SS | STREET SIGN |
| FH | FIRE HYDRANT | TS | TRAFFIC SIGN |
| FW | FIRE WATER SERVICE | W | WATER MAIN |
| SM | SANITARY SEWER MANHOLE | S | SANITARY SEWER |
| SD | STORM SEWER MANHOLE | G | GAS MAIN |
| CB | CATCH BASIN | E | ELECTRIC |
| EM | ELECTRIC MANHOLE | T | TELEPHONE |
| EB | ELECTRIC BOX | | |
| SB | STREET LIGHT BOX | | |
| ALP | ALUMINUM LIGHT POLE | | |
| CLP | CONCRETE LIGHT POLE | | |

## LEGEND
### PROPOSED FEATURES

- PAVERS
- ASPHALT PAVEMENT
- CONCRETE

## ABBREVIATIONS

| | |
|---|---|
| L/A | LANDSCAPE AREA |
| CONC. | CONCRETE |
| TYP. | TYPICAL |
| C.L.F. | CHAIN LINK FENCE |




## GENERAL NOTES:

1. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCY BETWEEN THESES PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

2. CONTRACTOR SHALL CONTACT THE UNDERGROUND UTILITIES NOTIFICATION CENTER SUNSHINE STATE ONE CALL AT 1-800-432-4770 AND FAAL AT 305-347-3900 48 HOURS PRIOR TO DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES.

3. EXISTING UTILITIES ARE PLOTTED FROM BEST AVAILABLE INFORMATION. CONTACT UTILITY AGENCIES BEFORE CONSTRUCTION IS STARTED TO VERIFY LOCATION AND DEPTH OF UNDERGROUND UTILITIES.

4. ANY DISCREPANCY BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO COMMENCING ANY CONSTRUCTION WORK.

5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UNDERGROUND FACILITIES PRIOR TO THE START OF CONSTRUCTION AND COORDINATE WITH THE VARIOUS UTILITIES TO RELOCATE, BYPASS OR OTHERWISE ENSURE THAT UTILITY SERVICES WILL NOT BE INTERRUPTED DURING CONSTRUCTION.

6. CLEAR AND GRUB ALL AREAS WHERE NEW WORK IS INDICATED.

7. CONTRACTOR TO COVER CATCH BASINS AND PREVENT THE ENTRY OF CONSTRUCTION DEBRIS.

8. ALL EXISTING FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNDISTURBED UNLESS OTHERWISE NOTED.

9. MONUMENTS OR PROPERTY LINE MARKERS LOCATED WITHIN THE LIMITS OF CONSTRUCTION SHALL NOT BE DISTURBED.

10. ALL ELEVATIONS SHOWN REFER TO NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.

11. CONTRACTOR TO RESTORE EXISTING CONCRETE SIDEWALKS, ASPHALT PAVEMENT, LANDSCAPE, ETC. DISTURBED DURING THE CONSTRUCTION.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING ALL EXISTING MANHOLE AND INLET COVERS, VALVE BOXES, BLOW-OFF RISERS, ETC. TO NEW ELEVATIONS, AS REQUIRED, WHETHER SPECIFICALLY SHOWN ON PLANS OR NOT.

13. WHERE NEW CONSTRUCTION (CURBS, PAVEMENTS, ETC.) IS INDICATED TO CONNECT TO THE EXISTING, THE SECTIONS, ELEVATIONS, MATERIALS, ETC. SHALL MATCH THE EXISTING CONSTRUCTION UNLESS NOTED OTHERWISE ON PLANS.

14. NEW PAVEMENT TO MATCH FLUSH WITH EXISTING IN A NEAT STRAIGHT LINE. CONTRACTOR TO ROUND AND ADJUST SLOPE AS REQUIRED IN FIELD TO AVOID BUMPS. CAREFULLY GRADE AREA TO DRAIN.

15. WHERE NEW PAVEMENT IS TO MEET EXISTING PAVEMENT, ALL EDGES OF EXISTING PAVEMENT ARE TO BE SAW-CUT.

16. PROVIDE FILL TO ENSURE THAT THE FINISH GRADE (INCLUDING SOD) IN LANDSCAPE AREA MATCH TOP OF CURBS OR ONE HALF INCH LOWER THAN ADJACENT PAVEMENT. TAPER TO MATCH EXISTING GRADES.

17. ALL NEW COVERS, FRAMES, GRATES, ETC. SHALL BE ADJUSTED TO MATCH FLUSH WITH NEW GRADES OF PAVEMENT OR CONCRETE SIDEWALK.

18. REMOVE/RELOCATE EXISTING TREES AND LANDSCAPING WITHIN THE SITE AS PER MIAMI-DADE COUNTY STANDARDS AND COORDINATE WITH LANDSCAPE ARCHITECTURAL DRAWINGS.

19. CONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THE "TRENCH SAFETY ACT" FOR ALL TRENCHING OPERATIONS.

20. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR LEAVE EXCAVATED TRENCHES, OR PART OF EXPOSED OR OPEN AT THE END OF THE WORKING DAY, WEEKENDS, HOLIDAYS OR OTHER TIMES WHEN THE CONTRACTOR IS NOT WORKING. UNLESS OTHERWISE DETERMINED, ALL TRENCHES SHALL BE COVERED, FIRMLY SECURED AND MARKED ACCORDINGLY FOR PEDESTRIAN AND VEHICULAR TRAFFIC.

21. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE DRAWINGS.

22. CONTRACTOR TO COORDINATE AND OBTAIN ALL NECESSARY PERMITS FROM LOCAL, STATE AND FEDERAL AGENCIES HAVING JURISDICTION OVER THE SITE OR REGULATING CONSTRUCTION OPERATIONS.

23. BACKGROUND INFORMATION BASED ON SURVEY PREPARED BY PBS&J DATED MAY 7, 2004.

24. SEE LANDSCAPE PLAN FOR TYPE AND PATTERN OF PAVERS. CONTRACTOR TO MATCH EXISTING GRADES, FOR THIS STREETSCAPE PROJECT NO IMPROVEMENTS REQUESTED TO EXISTING ROADWAY DRAINAGE SYSTEM, ON EAST SIDE OF COLLINS AVE.

25. CONTRACTOR SHALL COORDINATE WITH THE VILLAGE OR BAL HARBOUR AND FDOT FOR THE LOCATION, SPECIFICATION AND INSTALLATION OF PARKING ELECTRIC PAY STATION.

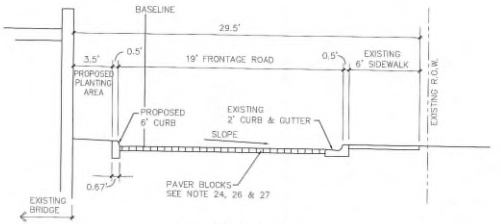
26. CONTRACTOR TO COMPLY WITH FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION 2005. PROVIDE ARCHITECTURAL PAVERS HAVING A MINIMUM THICKNESS OF 3 ⅛ INCH AND PAVERS SHALL BE SET ON A 2 INCH MINIMUM THICK BED OF SETTING SAND.

BEDDING AND JOINT SANDS--PROVIDE CLEAN, NON-PLASTIC BEDDING AND JOINT SAND, FREE FROM DELETERIOUS OR FOREIGN MATTER, NATURAL OR MANUFACTURED FROM CRUSHED ROCK. ENSURE THE BEDDING SAND MEETS THE GRADING REQUIREMENTS OF ASTM C33 STANDARD SPECIFICATIONS FOR CONCRETE AGGREGATE. ENSURE THE JOINT SAND MEETS THE GRADING REQUIREMENTS OF ASTM C144 STANDARD SPECIFICATION FOR AGGREGATE FOR MASONRY MORTAR. BEDDING SAND MAY BE USED FOR JOINT SAND. DO NOT USE JOINT SAND FOR BEDDING SAND.

BEDDING AND JOINT GROUTS--A SUITABLE GROUT, IN THICKNESS SPECIFIED BY THE MANUFACTURER AND APPROVED FOR USE BY THE ARCHITECTURAL PAVER MANUFACTURER, MAY BE SUBSTITUTED FOR EITHER BEDDING SAND, JOINT SAND OR BOTH WHEN SPECIFIED IN THE PLANS AND APPROVED BY THE ENGINEER AND LANDSCAPE ARCHITECT.

27. CONTRACTOR TO REFER TO LANGAN ENGINEERING & ENVIRONMENTAL SERVICES REPORT DATED 19 SEPTEMBER 2005 FOR ADDITIONAL INFORMATION ON EXISTING ROADWAY CONDITIONS.

28. CONTRACTOR SHALL COORDINATE WITH FDOT ON THE CONSTRUCTION AND INSPECTION REQUIREMENTS.




A C-3 SECTION A-A
NOT TO SCALE

NOTE:
CONTRACTOR TO MATCH EXISTING GRADES.

F:\Works\One Bal Harbour\COLLINS STREET-SCAPE IMPROVEMENTS (OCTOBER 2005)\C-03 GEOMETRY PLAN.dwg 11/29/2005 11:30:31 AM EST

PBS&J
ARCHITECTURE
ENGINEERING
SURVEYING
PLANNING
2001 N.W. 107th AVENUE
MIAMI, FLORIDA 33172-2507
(305) 592-7275

CLIENT: WCI COMMUNITIES, INC.

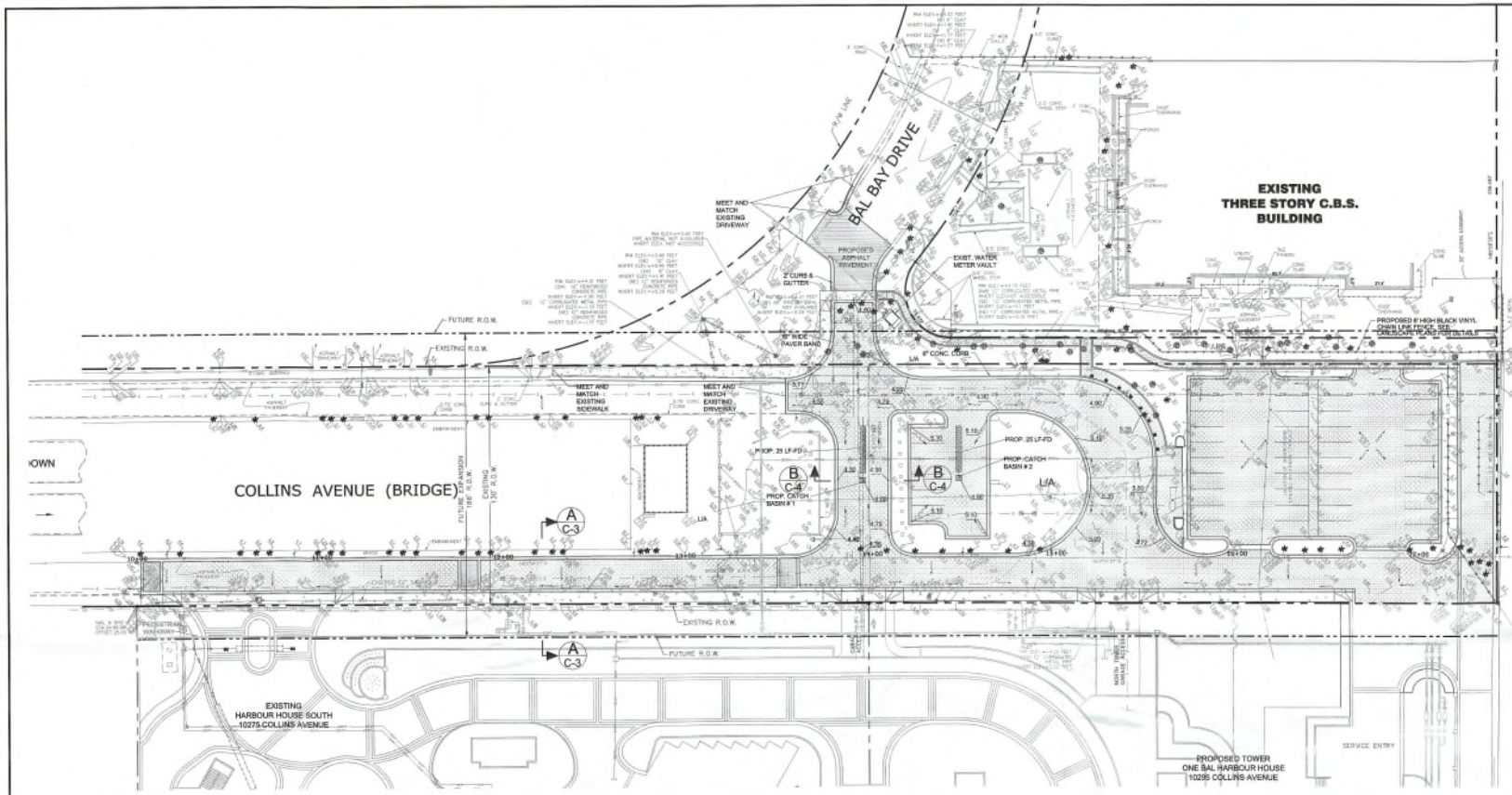
PROJECT: 10295 COLLINS AVENUE
ROADWAY IMPROVEMENTS

TASK: GEOMETRY PLAN

ORIGINAL: 5-1-04
REVISIONS:
1 11-01-04 FDOT MEETING
2 1-19-05 VBH REVIEW
3 08-01-05 FDOT COMMENTS
4 10-03-05
5 11-29-05 FDOT COMMENTS
6

ENGINEER OF RECORD (CIVIL)
PARTHA VOHRA
P.E. #18263
Post Buckley Schuh & Jernigan, Inc.
d/b/a PBS&J
2001 NW 107TH AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FBPE CERTIFICATE OF AUTHORIZATION No.: 24
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BOX

JOB NO. 01-1431.02
DRAWN E.O.
DESIGNED P.V.
CHECKED MP
QC ML
SHEET: C-3

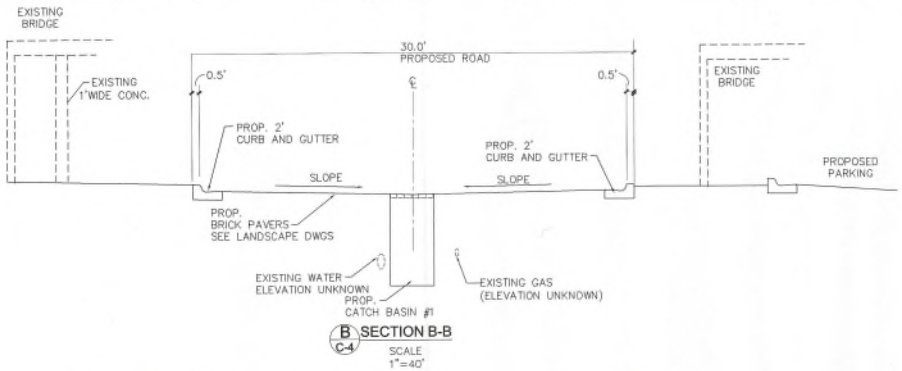



## LEGEND
### EXISTING FEATURES

- WATER METER
- GATE VALVE
- FIRE HYDRANT
- FIRE WATER SERVICE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CATCH BASIN
- ELECTRIC MANHOLE
- ELECTRIC BOX
- STREET LIGHT BOX
- ALUMINUM LIGHT POLE
- CONCRETE LIGHT POLE
- TELEPHONE MANHOLE
- STREET SIGN
- TRAFFIC SIGN
- WATER MAIN
- SANITARY SEWER
- GAS MAIN
- ELECTRIC
- TELEPHONE

## ABBREVIATIONS

| | |
|---|---|
| L/A | LANDSCAPE AREA |
| CONC. | CONCRETE |
| TYP. | TYPICAL |
| C.L.F. | CHAIN LINK FENCE |




B / C-4 SECTION B-B
SCALE 1"=40'

### NOTES:

1. CONTRACTOR SHALL CONTACT THE UNDERGROUND UTILITIES NOTIFICATION CENTER SUNSHINE ONE CALL AT 1-800-432-4770 AND F.P.&L. AT 305-347-3900 48 HOURS PRIOR TO DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES.
2. EXISTING UTILITIES ARE PLOTTED FROM BEST AVAILABLE INFORMATION. CONTACT UTILITY AGENCIES BEFORE CONSTRUCTION IS STARTED TO VERIFY LOCATION AND DEPTH OF UNDERGROUND UTILITIES.
3. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL UNDERGROUND FACILITIES PRIOR TO THE START OF CONSTRUCTION AND COORDINATE WITH THE VARIOUS UTILITIES TO RELOCATE, BYPASS OR OTHERWISE ENSURE THAT THE UTILITY SERVICES WILL NOT BE INTERRUPTED DURING CONSTRUCTION.
4. SEE LANDSCAPE PLANS FOR TYPE AND PATTERN OF PAVERS.
5. ALL ELEVATIONS SHOWN REFER TO NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING ALL EXISTING MANHOLE AND INLET COVERS, VALVE BOXES, BLOW-OFF RISERS, ETC. TO NEW ELEVATIONS, AS REQUIRED, WHETHER SPECIFICALLY SHOWN ON PLANS OR NOT.
7. NEW PAVEMENT TO MATCH FLUSH WITH EXISTING IN A NEAT STRAIGHT LINE. CONTRACTOR TO ROUND AND ADJUST SLOPE AS REQUIRED IN FIELD TO AVOID BUMPS. CAREFULLY GRADE AREA TO DRAIN.
8. PROVIDE FILL TO ENSURE THAT THE FINISH GRADE (INCLUDING SOD) IN LANDSCAPE AREA MATCH TOP OF CURBS OR ONE HALF INCH LOWER THAN ADJACENT PAVEMENT. TAPER TO MATCH EXISTING GRADES.

## LEGEND

- PROPOSED FRENCH DRAIN
- PROPOSED CATCH BASIN
- PROPOSED CURB INLET
- HP PROPOSED HIGH POINT
- 4.30 PROPOSED GRADE ELEVATION
- FLOW ARROW
- 2.50 EXISTING GRADE ELEVATION

F:\Works\One Bal Harbour\COLLINS STREET-SCAPE IMPROVEMENTS (OCTOBER 2005)\C-04 PGD.dwg 10/7/2005 10:13:10 AM EDT

PBSJ

ARCHITECTURE
ENGINEERING
SURVEYING
PLANNING
2001 N.W. 107th AVENUE
MIAMI, FLORIDA 33172-2507
(305) 592-7275

CLIENT: WCI COMMUNITIES, INC.

PROJECT: 10295 COLLINS AVENUE
ROADWAY IMPROVEMENTS

TASK: PAVING, GRADING & DRAINAGE PLAN

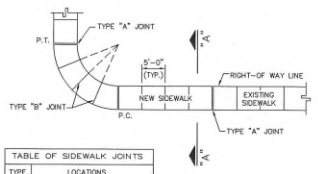
ORIGINAL: 5-1-04
REVISIONS:
1. 11-01-04 FDOT MEETING
2. 1-19-05 VBH REVIEW
3. 08-01-05 FDOT COMMENTS
4. 10-03-05
5. 11-29-05 FDOT COMMENTS
6.

ENGINEER OF RECORD (CIVIL)
PARTHA VOHRA
P.E. #18263
Post Buckley Schuh & Jernigan, Inc.
d/b/a PBSJ
2001 NW 107TH AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FBPE CERTIFICATE OF AUTHORIZATION No.: 24

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BOX

JOB NO. 01-1431.02
DRAWN E.O.
DESIGNED P.V.
CHECKED MP
QC ML

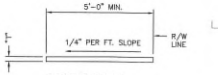
SHEET: C-4



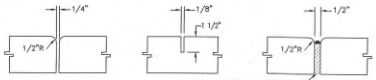

| TABLE OF SIDEWALK JOINTS | |
|---|---|
| TYPE | LOCATIONS |
| "A" | P.C. AND P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS. |
| "B" | 5'-0" CENTER TO CENTER ON SIDEWALKS. |
| "C" | *WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES. |

PLAN

| TABLE OF SIDEWALK THICKNESS—"T" | |
|---|---|
| LOCATIONS | "T" |
| RESIDENTIAL | 4" |
| AT DRIVEWAYS AND OTHER AREAS | 5" |

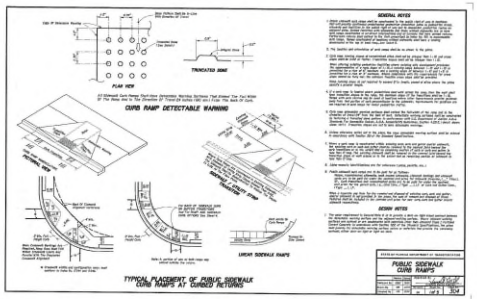


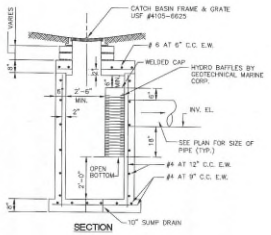

SECTION "A-A"



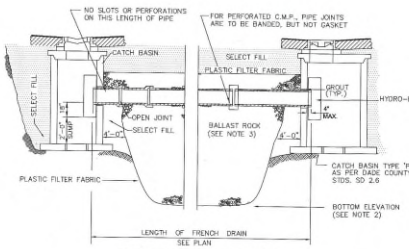

SIDEWALK JOINTS

SIDEWALK CONSTRUCTION
NOT TO SCALE

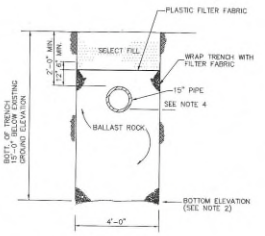


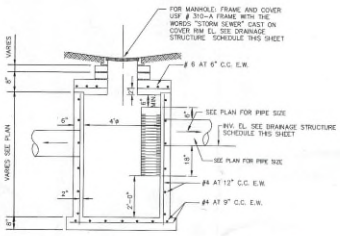

CATCH BASIN WITH GREASE AND OIL SEPARATOR WITH ONE BAFFLE (3'-6" x 3'-6" I.D. 'P' BOX)
NOT TO SCALE




LONGITUDINAL SECTION




TRANSVERSE SECTION



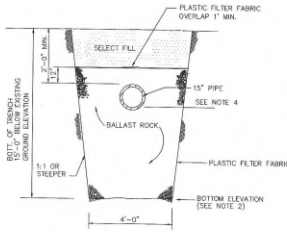

STORM MANHOLE
NOT TO SCALE

NOTES

1. PLASTIC FILTER FABRIC (AT EACH SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY AREAS AS NOTED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
2. THE BOTTOM OF THE EXFILTRATION TRENCH SHALL BE 15'-0" BELOW EXISTING GROUND ELEVATION, UNLESS FIELD CONDITIONS WARRANT OTHERWISE.
3. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH BE COMPLETED IN ACCORDANCE WITH THE DETAILS.
4. INVERT ELEVATION TO BE AS SHOWN IN W.C. 2.2 (AVG. OCT. GROUND WATER LEVEL EL. +1.50

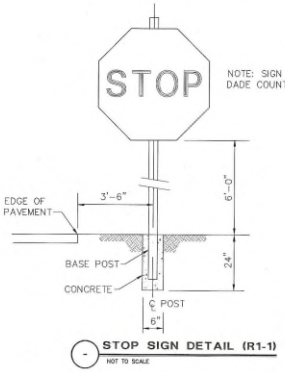
   NOTE: IF THIS DETAIL IS TO BE USED FOR PRETREATMENT OF STORMWATER RUN-OFF, THE INVERT OF PIPE TO BE AS SHOWN IN W.C. 2.3, IF PRETREATMENT HAS BEEN PROVIDED THRU OTHER MEANS THE INVERT OF PIPE CAN BE LOWER THAN SHOWN IN W.C. 2.2
5. PIPE MAY BE EITHER CORRUGATED ALUMINUM, CORRUGATED STEEL OR HIGH DENSITY SMOOTH LINED POLYETHYLENE PIPE.

EXFILTRATION TRENCH DETAIL
NOT TO SCALE

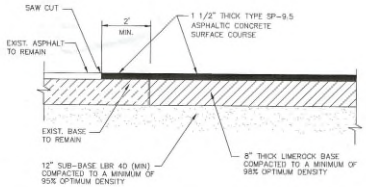



ALT. TRANSVERSE SECTION

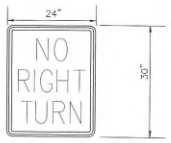
MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR WHERE CAVE IN BELOW THE WATER TABLE IS LIKELY TO OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION



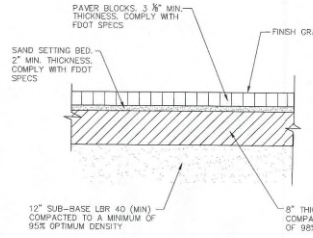

STOP SIGN DETAIL (R1-1)
NOT TO SCALE




ASPHALT PAVEMENT TYPICAL SECTION
NOT TO SCALE

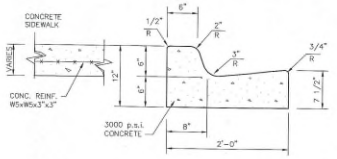



NO RIGHT TURN DETAIL (R3-1)
NOT TO SCALE

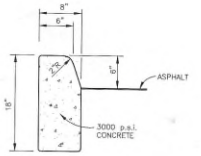



NOTE: SEE LANDSCAPE PLAN FOR TYPE AND PATTERN OF PAVERS.

PAVER BLOCKS TYPICAL SECTION 6
NOT TO SCALE




TYPE F CURB AND GUTTER
NOT TO SCALE




FDOT
TYPE 'D' CONCRETE CURB
NOT TO SCALE

Call 48 hours before you dig in Florida
It's the Law!
1-800-432-4770
FPSL (305) 347-3900
Sunshine State One Call of Florida, Inc.

F:\Works\One Bal Harbour\COLLINS STREET-SCAPE IMPROVEMENTS (OCTOBER 2005)\C-05 DETAILS.dwg 11/22/2005 1:18:44 PM EST

PBS&J
ARCHITECTURE
ENGINEERING
SURVEYING
PLANNING
2001 N.W. 107th AVENUE
MIAMI, FLORIDA 33172-2507
(305) 592-7275

CLIENT: WCI COMMUNITIES, INC.

PROJECT: 10295 COLLINS AVENUE ROADWAY IMPROVEMENTS

TASK: DETAILS & GENERAL NOTES

ORIGINAL: 5-1-04
REVISIONS:
1 11-01-04 FDOT MEETING
2 1-19-05 VBH REVIEW
3 08-01-05 FDOT COMMENTS
4 10-03-05
5 11-29-05 FDOT COMMENTS
6

ENGINEER OF RECORD (CIVIL)
PARTHA VOHRA
P.E. #18263
Post Buckley Schuh & Jernigan, Inc.
d/b/a PBSJ
2001 NW 107TH AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FBPE CERTIFICATE OF AUTHORIZATION No.: 24
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BOX

JOB NO. 01-143102
DRAWN E.O.
DESIGNED P.V.
CHECKED MP
QC ML

SHEET: C-5

INSPECTOR COPY

RECEIVED

# STATE OF FLORIDA
# DEPARTMENT OF TRANSPORTATION
# SPECIAL PERMIT

MAR 28 2007

PERMITS OFFICE

District Six
6/95

#07 K 691 025

DATE:
SECTION NO:
COUNTY:
STATE PROJECT NO.: (if applicable)

PERMIT NO.:
STATE ROAD NO.: A1A
MILEPOST FROM: TO:
RECORD NO.:

APPLICANT: Alfred J. Treppeda, Village Manager, Village of Bal Harbour
ADDRESS: 655 96th Street
CITY: Bal Harbour STATE: Fl ZIP CODE: 33154
TELEPHONE NO.: 305-866-4633

Applicant requests permission from the State of Florida Department of Transportation, hereinafter called the Department, to construct, operate, and maintain the facility shown in the accompanying engineering as described here: Landscape and paving improvements at 10295 Collins Avenue, Bal Harbour, Florida

Location of Construction, Street Name, and Nearest Intersection: 10295 Collins Avenue, Bal Harbour, Fl 33154

1. Is the proposed work within the corporate limits of a municipality: Yes (X) No ( )
   Name of municipality: Village of Bal Harbour Local Government Contact: Daniel B. Nieda, R.A.
2. Prior to filing this application, the location of all existing utilities, both aerial and underground, has been ascertained, and the accurate locations are shown on the drawings (as applicable). A letter of notification was mailed on March 2005 to the following utilities/municipalities: WASD, FPL, Bellsouth, Gas Co., Village of Bal Harbour
3. It is expressly stipulated that this permit is a license for permissive use only and that the construction within and/or upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
4. Whenever it is determined by the Department that it is necessary for the construction, repair, improvement, maintenance, safe and/or efficient operation, alteration, or relocation of any or all portion of said highway and/or transportation facility; the Permittee shall immediately remove any and all installed facilities from said highway and/or transportation facility, or reset or relocate thereon as required by the Department at the Permittee's expense.
5. All work shall meet Department's Roadway and Traffic Design Standards, Specifications for Road and Bridge Construction, and other applicable criteria in effect at the time of permit issuance. The work shall be performed under the inspection supervision of SEE ATTACHMENT(S) Permit/Maintenance Engineer located at Telephone No. This designated engineer shall be notified forty-eight (48) hours prior to the pre-construction meeting and again immediately before commencement of work. All material and equipment shall be subject to inspection by the designated engineer or his authorized representative.

RECEIVED
NORTH DADE
MAINT OFFICE
MAR 29 2007
FLORIDA
DEPARTMENT OF
TRANSPORTATION

6. All Department property shall be restored to its original condition as far as practical in keeping with Department Specifications, and in a manner satisfactory to the Department, within thirty (30) days of the installation of the permitted work, unless otherwise approved by the Department.
7. A drawing covering details of this work shall be made a part of this permit. This drawing shall include plan, profile, and cross sections as appropriate, and may be required to bear the seal of a professional engineer licensed in the State of Florida. As built drawings are required: Yes ( ) No ( )
8. The Permittee shall commence actual construction in good faith within 10 days from the date of said permit approval and shall compete construction within 305 days from the commencement of work unless the permittee shows good cause for delay and the Department approves an extension. No extension beyond one (1) year from the date of issuance of this permit will be granted.
9. This construction and maintenance shall not interfere with the property and rights of a prior Permittee.
10. Special Conditions and Instructions by the Department:

SEE ATTACHMENT(S)

11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, his heirs, assigns, and successors in interest, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.
12. During construction through Department acceptance of the permitted work, all safety regulations of the Department shall be observed and the holder must take measures, including placement and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Department's current edition of the Roadway and Traffic Design Standards, Index Series 600, and the Manual of Uniform Traffic Control Devices.
13. In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the work will be brought into compliance or removed from the right-of-way at no cost to the Department.

Submitted and Agreed to by:
Signature of Permittee
Alfred J. Treppeda, Village Manager
Name and Title (typed)

Corporate Seal

Attested

Recommended for approval: Title: Date:

Approved by:
District Permit Engineer or Authorized Representative
Date: 3/28/07

#07 K 691 025

NOTARY PUBLIC STATE OF FLORIDA
ANDREA GREENBLATT
MY COMMISSION # DD430247
EXPIRES: May 16, 2009
(407) 398-0153 Florida Notary Service.com

**SPECIAL PROVISIONS FOR PERMIT # 07 K 691 0025**
**SECTTION 87060, SR A1A**

VILLAGE OF BAL HARBOUR LANDSAPING AND PAVING AT 10295 COLLINS AVE

1. **Please coordinate a pre-construction meeting with Ms. Yong Ja Suh** at telephone **(305) 650-0094 (fax (305) 256-6354)** at least forty-eight (48) hours prior to commencement of work. Note # 28 plan sheet C-3 shall be expanded to include the following:
   **Construction phases need to be discussed and approve by FDOT field staff prior to the commencement of any construction work.**

2. **Submit a detailed lane closure form, denoting the work and time phases to the department at least two (2) weeks prior to beginning of actual lane closure within the F.D.O.T. Right of Way. There shall be no lane closure between Thanksgiving and New Year's Eve due to moratorium as well as major events, i.e., Boat Show...**

3. Working hours within the F.D.O.T. right-of-way shall be between the hours of 9:30 a.m. and 3:30 p.m., or **as directed by the department representative prior to commencement of work.**

4. **Permittee shall comply with Florida Administrative Codes Rule Chapters 14-96, 14-97 and 14-51, Part V, F.A.C.**

5. **The permittee will ensure that no unsafe area(s) for pedestrian will remain during any time of the construction.** They shall be protected in accordance with the F.D.O.T. Roadway and Traffic Design Standards - Index series 600.

6. All portions of the state right-of-way disturbed during the time of the event shall be restored to F.D.O.T. Specifications.

7. A copy of this permit and plans will be on the job site at all times during the construction of this facility.

8. **Permittee is cautioned that utilities may be located within the construction area.**

9. Validity of this permit is contingent upon permittee obtaining necessary permits from all other agencies involved.

10. Any and all damaged sidewalk, curb & gutter and pavement shall be replaced and/or constructed according to the F.D.O.T. Roadway and Traffic Design Standards – Index 300 (current edition), and/or constructed according to the F.D.O.T. Standards Specifications for Road and Bridge Construction – Section 522, in full width, full length sections.

11. The department reserves the right to access any portion of the State Right of Way as necessary for maintenance, construction or monitoring activities and there may be a department representative on location, which will reserve the right to increase or decrease the approved time frames.

12. **Final restoration shall be coordinated with the Department representative**. All portions of the state right-of-way shall be restored within thirty (30) days upon completion of the permitted installation.

13. **Beginning any work within the F.D.O.T. right-of-way associated with this permit constitutes acceptance of these conditions.**

07 K 691 0025

Revised

**SPECIAL PROVISIONS FOR PERMIT # 07 K 691 0025** INSPECTOR COPY

**Section 87060, SR A1A**

VILLAGE OF BAL HARBOUR LANDSAPING AND PAVING AT 10295 COLLINS AVE

**THIS IS AN ADDENDUM TO THE ABOVE PERMIT. SEE THE ENCLOSED REVISIONS**

1. **Please coordinate a pre-construction meeting with Ms. Yong Ja Suh** at telephone **(305) 650-0094 (fax (305) 256-6354)** at least forty-eight (48) hours prior to commencement of work. Note # 28 plan sheet C-3 shall be expanded to include the following:
   **Construction phases need to be discussed and approve by FDOT field staff prior to the commencement of any construction work.**

2. **Submit a detailed lane closure form, denoting the work and time phases to the department at least two (2) weeks prior to beginning of actual lane closure within the F.D.O.T. Right of Way. There shall be no lane closure between Thanksgiving and New Year's Eve due to moratorium as well as major events, i.e., Boat Show...**

RECEIVED NORTH DADE MAINT OFFICE OCT 24 2007 FLORIDA DEPARTMENT OF TRANSPORTATION

3. Working hours within the F.D.O.T. right-of-way shall be between the hours of 9:30 a.m. and 3:30 p.m., or **as directed by the department representative prior to commencement of work.**

4. **Permittee shall comply with Florida Administrative Codes Rule Chapters 14-96, 14-97 and 14-51, Part V, F.A.C.**

5. **The permittee will ensure that no unsafe area(s) for pedestrian will remain during any time of the construction.** They shall be protected in accordance with the F.D.O.T. Roadway and Traffic Design Standards - Index series 600.

6. All portions of the state right-of-way disturbed during the time of the event shall be restored to F.D.O.T. Specifications.

7. A copy of this permit and plans will be on the job site at all times during the construction of this facility.

8. **Permittee is cautioned that utilities may be located within the construction area.**

9. Validity of this permit is contingent upon permittee obtaining necessary permits from all other agencies involved.

10. Any and all damaged sidewalk, curb & gutter and pavement shall be replaced and/or constructed according to the F.D.O.T. Roadway and Traffic Design Standards – Index 300 (current edition), and/or constructed according to the F.D.O.T. Standards Specifications for Road and Bridge Construction – Section 522, in full width, full length sections.

11. The department reserves the right to access any portion of the State Right of Way as necessary for maintenance, construction or monitoring activities and there may be a department representative on location, which will reserve the right to increase or decrease the approved time frames.

12. **Final restoration shall be coordinated with the Department representative**. All portions of the state right-of-way shall be restored within thirty (30) days upon completion of the permitted installation.

13. **Beginning any work within the F.D.O.T. right-of-way associated with this permit constitutes acceptance of these conditions.**

07 K 691 0025

GATED FENCE ENCLOSURE FOR FISHING (10' X 40') SEE ENLARGEMENT.

BAKER'S HAULOVER INLET

BULKHEAD

BEACHWALK

PATH

LIGHT BOLLARD -TYP. SEE DETAIL THIS SHEET. (QTY = 12)

PROPOSED FENCE 6'HIGH BLACK VINYL CHAIN LINK

EXISTING METERED PUBLIC PARKING WITH PAVERS

PROPOSED 5' VILLAGE PAVER WALKWAY

EXISTING PRIOR TO CONST. (60)

(3) ADDITIONAL SPOTS

PROPOSED 54
2 HC
56

PLANS REVISIONS 10/22/2007

07 K 691 0025

REVISION APPROVED BY
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
PERMIT DEPARTMENT-DISTRICT SIX
PERMIT No. 2007K691 25 DATE 10/22/07
BY
DISTRICT PERMIT ENGINEER

WORK WITHIN THE F. D. O. T.
RIGHT OF WAY SHALL CONFORM TO CURRENT F.D.O.T. STANDARDS AND SPECIFICATIONS

INSPECTOR COPY

PROPOSED 5' WIDE CONC. SIDEWALK

6" WIDE CONC. HEADER CURB

PLANTING

PROPOSED METERED PARKING WITH PAVERS

EXISTING BRIDGE

ASPH

RESIDENTIAL ENTRY/EXIT AT GRADE

NOTE: FINAL RO AND LOCATION TO FLORIDA DI PERMITTING RE

NOTE: SEE CIV DRAWINGS FOR STRIPING, SIGN ADDITIONAL D

PROPC WIDE R -PAVE

12' WID CALMI

EX. ST LIGHT

RESIDENTIAL ENTRY/EXIT AT GRADE

# *EXHIBIT "C"*

## VILLAGE OF BAL HARBOUR RESOLUTION

To be herein incorporated once ratified by the Village Council.

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AMENDMENT TO THE USE AND OCCUPANCY AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR PARCEL 3120 UNDER THE BAKER'S HAULOVER BRIDGE TO PERMIT TEMPORARY CONSTRUCTION STAGING.**

**Issue:**

Should the Village Council authorize the Village Manager to execute an Amendment to the Use and Occupancy Agreement with FDOT for Parcel 3120, located under the Baker's Haulover Bridge, to permit temporary use of a portion of the parcel for construction staging in support of the Harbourfront Park, Jetty, and Cutwalk Project scheduled to begin in 2026, subject to permitting and restoration requirements?

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☐ Beautiful Environment | ☒ Safety | ☒ Modernized Public Facilities/Infrastructure |
| ☐ Destination & Amenities | ☐ Unique & Elegant | ☒ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

This item requests Council approval of an Amendment to the Use and Occupancy Agreement between Bal Harbour Village and the Florida Department of Transportation (FDOT) for Parcel 3120 under the Baker's Haulover Bridge. The Amendment authorizes temporary use of a portion of the parcel for construction staging to support the Harbourfront Park, Jetty, and Cutwalk Project beginning in 2026. Staging will include a mobile office, contractor parking, and storage of non-flammable equipment and materials, subject to FDOT permitting and restoration requirements. Approval of this item will authorize the Village Manager to execute the Amendment and ensures the project can proceed efficiently while preserving the parcel's long-term use for public parking and beach access.

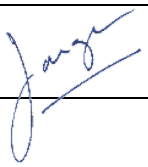
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | X | X | X |

**Sign off:**

| Capital Programs Director | Chief Financial Officer | Village Manager |
|---|---|---|
| Matilde E. Reyes, RA | Claudia Dixon | Jorge M. Gonzalez |



BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AMENDMENT TO THE USE AND OCCUPANCY AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR PARCEL 3120 UNDER THE BAKER'S HAULOVER BRIDGE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

## BACKGROUND

Bal Harbour Village and the State of Florida Department of Transportation (FDOT) have maintained a lease agreement since January 13, 2015, for the operation of public parking and beach access facilities at Parcel 3120 located under the Baker's Haulover Bridge. The original lease expired on January 31, 2019, and the Village continued to operate under a month-to-month tenancy while renewal terms were negotiated. On October 29, 2024, the Village Council authorized the Village Manager to execute a new Use and Occupancy Agreement with FDOT for a five-year term through October 31, 2029. The agreement was executed by the Village Manager in December 2024 and currently remains pending FDOT's execution. It is with the District Secretary and is anticipated to be returned to the Village in the coming weeks.

As the Village prepares for the Harbourfront Park, Jetty, and Cutwalk Project scheduled to commence construction in early 2026, the need has arisen to amend the agreement to allow for temporary use of a portion of Parcel 3120 as a staging area to support construction activities.

## ANALYSIS

The proposed Amendment to the Use and Occupancy Agreement provides the Village with the ability to temporarily utilize a designated portion of Parcel 3120 as a staging area for the upcoming Harbourfront Park, Jetty, and Cutwalk Project. Under the terms of the Amendment, the Village and its contractor, Whiting-Turner, will be permitted to place a mobile office and contractor parking on site and store non-flammable and non-combustible materials and equipment required for the project. The staging area will be used beginning in early 2026 and continuing through completion of construction.

The Amendment requires the Village to obtain a permit from FDOT's Permits Office prior to commencing staging activities and to comply with all conditions imposed by FDOT throughout the duration of staging. At the conclusion of the project, the Village will be required to restore the property to its prior condition or better. Unauthorized use of the parcel for activities unrelated to this project would constitute a violation of the lease and grounds for termination.

This Amendment ensures that construction can be supported efficiently with proximate staging facilities while preserving FDOT oversight and protecting the long-term use of Parcel 3120 for public parking and beach access.

## ***THE BAL HARBOUR EXPERIENCE***

Securing staging space through this Amendment represents an important step in advancing the Harbourfront Park, Jetty, and Cutwalk Project. The Village remains committed to careful coordination with FDOT to ensure the highest standards of stewardship while also delivering transformative improvements that strengthen resilience, enhance public amenities, and contribute to the overall Bal Harbour Experience

## CONCLUSION

Based on my review, I am seeking Council approval of this Resolution authorizing the Village Manager to execute the Amendment to the Use and Occupancy Agreement with FDOT for Parcel 3120. Approval will provide the Village with the ability to establish a nearby staging area that is critical to the successful delivery of the Harbourfront Park, Jetty, and Cutwalk Project. This action ensures compliance with FDOT requirements, supports efficient construction operations, and safeguards the continued long-term use of the parcel for public parking and beach access once the project is completed.

Attachment:

1. Exhibit A – Amendment to FDOT Parcel 3120 Use and Occupancy Agreement

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AMENDMENT TO THE USE AND OCCUPANCY AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR PARCEL 3120 UNDER THE BAKER'S HAULOVER BRIDGE TO PERMIT TEMPORARY CONSTRUCTION STAGING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Bal Harbour Village and the Florida Department of Transportation ("FDOT") are parties to a Use and Occupancy Agreement for Parcel 3120 located under the Baker's Haulover Bridge, which authorizes the Village's operation of public parking and beach access facilities; and

**WHEREAS**, the Village is preparing to commence the Harbourfront Park, Jetty, and Cutwalk Project in 2026 and requires temporary staging space proximate to the project site; and

**WHEREAS,** FDOT has agreed to amend the Use and Occupancy Agreement to authorize temporary use of a portion of Parcel 3120 for construction staging, including the placement of a mobile office, contractor parking, and storage of non-flammable and non-combustible equipment and materials, subject to FDOT permitting requirements and restoration obligations; and

**WHEREAS**, following approval of this Amendment, the Village will apply for and obtain a general use permit from FDOT's Permits Office to authorize staging activities and will comply with all conditions imposed therein; and

**WHEREAS**, the Village Council finds that it is in the best interest of the Village to approve this Amendment in order to facilitate construction staging while preserving the long-term use of Parcel 3120 for public parking and beach access.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Approval of Amendment.** That the Amendment to the Use and Occupancy Agreement between Bal Harbour Village and FDOT for Parcel 3120, in substantially the form attached hereto as Exhibit "A," is hereby approved, and the Village Manager is authorized to execute the Amendment on behalf of the Village.

**Section 3. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the Amendment and the purposes of this Resolution.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# AMENDMENT TO USE AND OCCUPANCY AGREEMENT

ITEM/SEGMENT NO.: 4152301
MANAGING DISTRICT: Six
F.A.P. NO.: N/A
STATE ROAD NO.: A1A / Collins Avenue
COUNTY: Miami-Dade
PARCEL NO.: 3120

**THIS AMENDMENT** ("Amendment") made effective this ___ day of _____, 2025 ("Effective Date") is an amendment to that certain Use and Occupancy Agreement ("Lease") between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** ("Lessor"), and **BAL HARBOUR VILLAGE** ("**Lessee**") (collectively, the "Parties"), dated _____.

## RECITALS

**WHEREAS,** the Parties entered into a Lease and Lease Addendum of even date herewith for Parcel 3120 (the "Leased Property") solely for public parking and beach access; and

**WHEREAS,** the Lessee has requested permission from the Lessor to modify the approved use of the Leased Property under the Lease so as to utilize a portion of the Leased Property currently being used as a parking lot for construction staging activities in connection with Lessee's seawall project; and

**WHEREAS,** the Parties desire to amend certain terms of the Lease, including, but not limited to, the approved use of the Leased Property and Lessee's maintenance responsibilities thereunder; and

**WHEREAS,** except as modified in this Amendment, the Lease remains in full force and effect as to the Leased Property.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained in this Amendment, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to amend the Lease in the following manner.

## AGREEMENT

1. The foregoing recitals are true and correct and are hereby adopted and incorporated into the Lease.

2. **Subparagraph 4.b. Use, Occupancy, and Maintenance**, is hereby deleted in its entirety and is replaced with the following:

   b. The Lessee's proposed use of the real property interest is as follows: Lessee agrees to occupy and use the Leased Property solely for the purposes of public parking and

public beach access for the general public and to occupy and use the Leased Property solely for these purposes unless otherwise authorized by Lessor by a permit. Furthermore, the Lessee shall not interfere with Miami-Dade County's authority to jointly oversee and enforce the intended use of the Leased Property.

Notwithstanding the above, Lessee may temporarily use the public parking area of the Leased Property along the seawall located north of the Leased Property as shown in Exhibit "C" for (i) temporary staging of non-flammable/non-combustible equipment and materials for Lessee's seawall reconstruction project, and (ii) temporary placement of a mobile office and parking for Lessee's contractor for Lessee's seawall reconstruction project, subject to the following conditions:

i. Lessee shall only use the Leased Property for staging during the aforementioned seawall project with an anticipated completion date of September 2028. The Leased Property is not permitted to be used for staging materials or equipment for any other project or contract and any such unauthorized use shall be considered a terminable violation pursuant to Section 7.b. of the Lease.

ii. Lessee is required to receive a permit for staging activities from Lessor's Permits Office prior to conducting any staging on the Leased Property and must abide by the terms and conditions thereunder throughout the duration of its staging activities.

iii. Upon conclusion of Lessee's staging activities, Lessee shall notify Lessor and the Leased Property shall be restored to its condition prior to the temporary project staging or better, as it was on the date when the leased property was first occupied for staging.

3. Except as modified in this Amendment, all other terms and conditions of the Lease remain unchanged and are hereby confirmed and ratified by the Lessee and the Lessor. Where the terms of this Amendment conflict with the definitions, provisions or terms of the Lease, this Amendment shall control.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**THIS AMENDMENT** between the State of Florida, Department of Transportation and the Bal Harbour Village dated _____day of _____, 2025 shall become a part of the original Lease and shall be binding upon and inure to the benefit of the Parties, their successors, assigns, and personal representatives.

On behalf of Lessee

**BAL HARBOUR VILLAGE**

By: _____

Name:_____

Title: _____

Witnesses (as to Lessee)

Attest:_____

Name:_____

Title: _____

On behalf of Lessor

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

By:_____
Daniel Iglesias, P.E.
District Secretary

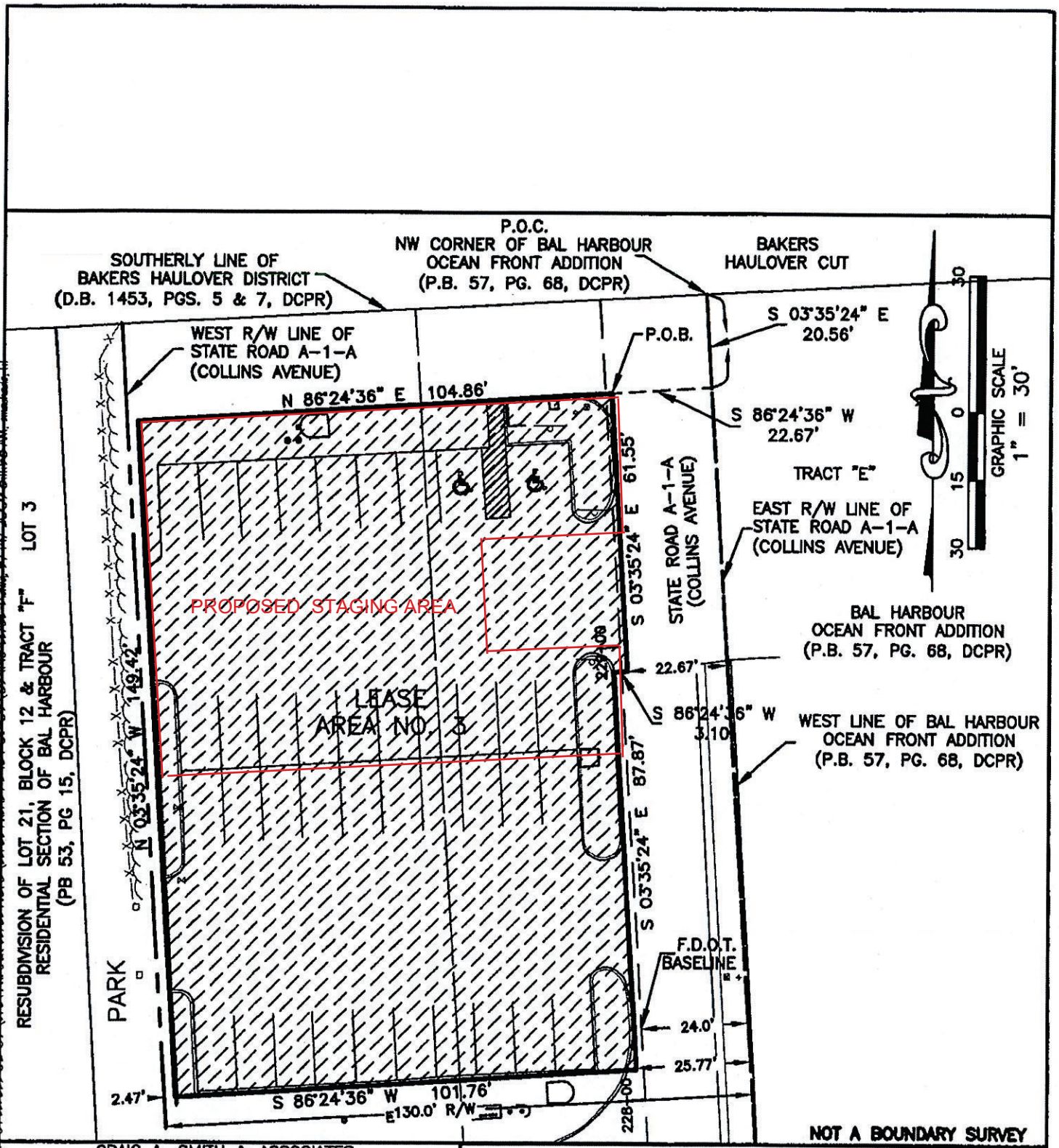
Attest: _____
Evora Lourdes
Executive Secretary

LEGAL REVIEW:

_____
District Counsel

Name: Michelle Garrido, Esq., Senior Attorney

# Exhibit "C"




CRAIG A. SMITH & ASSOCIATES
7777 GLADES ROAD, SUITE 410
BOCA RATON, FLORIDA 33434
(561)791-9280
CERT. NO. LB0003110

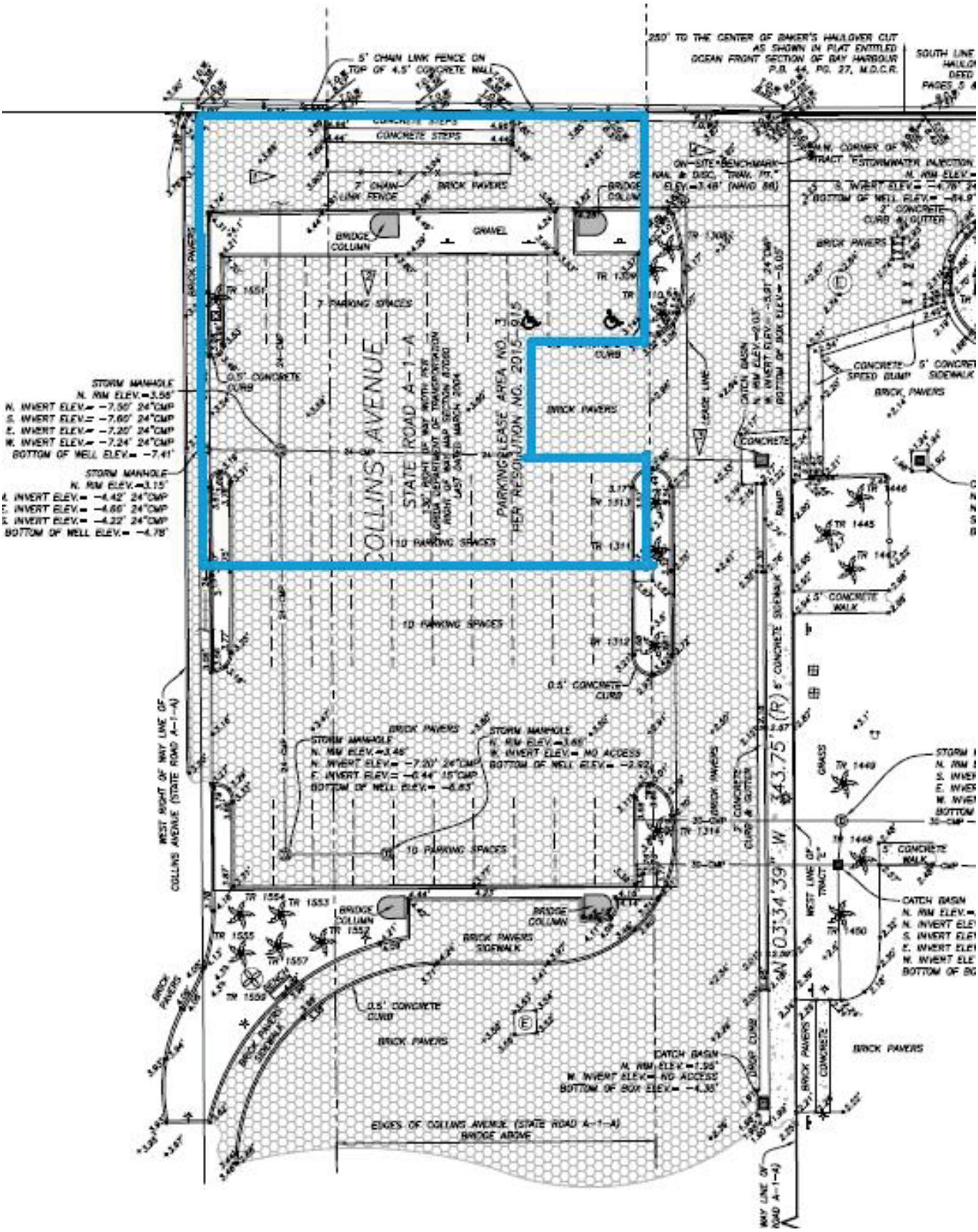
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY: 5/14/09

ROBERT D. KEENER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4648

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT IV
ITEM SEGMENT No.: N/A
STATE PROJECT No.: 87060
FEDERAL PROJECT No.: N/A
STATE ROAD No.: S.R. A-1-A (COLLINS AVENUE)
COUNTY: MIAMI-DADE
PARCEL No: 3120 Sheet 8 of 8


5' CHAIN LINK FENCE ON TOP OF 4.5' CONCRETE WALL
250' TO THE CENTER OF BAKER'S HAULOVER CUT AS SHOWN IN PLAT ENTITLED OCEAN FRONT SECTION OF BAY HARBOUR P.B. 44, PG. 27, M.D.C.R.
CONCRETE STEPS
7' CHAIN-LINK FENCE
BRICK PAVERS
BRIDGE COLUMN
GRAVEL
7 PARKING SPACES
0.5' CONCRETE CURB
STORM MANHOLE
N. RIM ELEV.=3.55'
N. INVERT ELEV.= -7.50' 24"CMP
S. INVERT ELEV.= -7.60' 24"CMP
E. INVERT ELEV.= -7.20' 24"CMP
W. INVERT ELEV.= -7.24' 24"CMP
BOTTOM OF WELL ELEV.= -7.41'
STORM MANHOLE
N. RIM ELEV.=3.15'
INVERT ELEV.= -4.42' 24"CMP
INVERT ELEV.= -4.66' 24"CMP
INVERT ELEV.= -4.22' 24"CMP
BOTTOM OF WELL ELEV.= -4.78'
COLLINS AVENUE
STATE ROAD A-1-A
135' RIGHT OF WAY WIDTH PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 87060 LAST DATED MARCH 2004
PARKING LEASE AREA NO. 3 PER RESOLUTION NO. 2015-815
10 PARKING SPACES
ON-SITE BENCHMARK NAIL & DISC, "PARK PT." ELEV.=3.48' (NAVD 88)
N.W. CORNER OF TRACT "STORMWATER INJECTION"
2' CONCRETE CURB & GUTTER
CONCRETE SPEED BUMP
5' CONCRETE SIDEWALK
BRICK PAVERS
CONCRETE
CATCH BASIN
N. RIM ELEV.=2.03'
N. INVERT ELEV.= -3.97' 24"CMP
BOTTOM OF BOX ELEV.= -5.05'
LEASE LINE
RAMP
5' CONCRETE WALK
STORM MANHOLE
N. RIM ELEV.=3.46'
N. INVERT ELEV.= -7.20' 24"CMP
E. INVERT ELEV.= -6.44' 15"CMP
BOTTOM OF WELL ELEV.= -6.83'
STORM MANHOLE
N. RIM ELEV.=3.65'
S. INVERT ELEV.= NO ACCESS
BOTTOM OF WELL ELEV.= -2.92'
WEST RIGHT OF WAY LINE OF COLLINS AVENUE (STATE ROAD A-1-A)
BRICK PAVERS SIDEWALK
0.5' CONCRETE CURB
CONCRETE CURB & GUTTER
GRASS
WEST LINE OF TRACT "L"
S 03°34'39" W 343.75' (R)
CATCH BASIN
N. RIM ELEV.=1.55'
W. INVERT ELEV.= NO ACCESS
BOTTOM OF BOX ELEV.= -4.35'
EDGES OF COLLINS AVENUE (STATE ROAD A-1-A) BRIDGE ABOVE
WAY LINE OF ROAD A-1-A)

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND AGREEMENT WITH ONE BAL HARBOUR CORPORATION AND TO EXECUTE AND RECORD THE SECOND AMENDED AND CONSOLIDATED EASEMENT AGREEMENT RELATED TO TRACT "E" AND ADJACENT SHORELINE CRITICAL INFRASTRUCTURE.**

**Issue:**

Should the Village Council authorize the Village Manager to execute a Memorandum of Understanding with One Bal Harbour Corporation and record a Second Amended and Consolidated Easement Agreement for Tract "E" and adjacent shoreline critical infrastructure?

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☒ Beautiful Environment | ☒ Safety | ☒ Modernized Public Facilities/Infrastructure |
| ☒ Destination & Amenities | ☐ Unique & Elegant | ☒ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

This item requests Council approval of a Memorandum of Understanding (MOU) with One Bal Harbour Corporation and the execution and recording of a Second Amended and Consolidated Easement Agreement for Tract "E" and adjacent shoreline critical infrastructure. The MOU documents the history of existing easements, sets out roles and coordination procedures during construction, and establishes conditions for finalizing the new easement. The Second Amended Easement consolidates and supersedes prior instruments, legally describes the updated easement parcel, and grants the Village perpetual nonexclusive rights for construction, access, public safety, and long-term maintenance of improvements within the easement area. Together, these agreements provide a comprehensive and durable framework that clarifies property rights, safeguards public access, and positions the Village to deliver and maintain essential coastal resilience improvements.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | X | X | X |

**Sign off:**

| Capital Programs Director | Chief Financial Officer | Village Manager |
|---|---|---|
| Matilde E. Reyes, RA | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND AGREEMENT WITH ONE BAL HARBOUR CORPORATION AND TO EXECUTE AND RECORD THE SECOND AMENDED AND CONSOLIDATED EASEMENT AGREEMENT RELATED TO TRACT "E" AND ADJACENT SHORELINE CRITICAL INFRASTRUCTURE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

## BACKGROUND

For more than six decades, Bal Harbour's shoreline infrastructure along Baker's Haulover Inlet has been shaped by a complex layering of public rights, private ownership, and overlapping easements. In 1963, the owner's predecessor granted Miami-Dade County (MDC) a perpetual fifty-foot maintenance easement across the northern portion of Tract "E" to construct, inspect, operate, maintain, repair, and protect bulkheads, jetties, and revetments, together with rights to stage materials to carry out that work. A separate quitclaim deed linked this easement area to the erosion control line at the jetty's northeast end. Historical correspondence from the County Engineer indicated that the County would accept the easement with the understanding that the Village would assume responsibility for the work. This arrangement positioned the Village to coordinate with local, state, and federal partners and to secure public funding for the protection of shoreline and upland critical assets.

In the 1970s the Village's stewardship deepened. The Village expanded the inlet breakwater with a curved extension beyond the jetty and advanced local beach nourishment efforts to restore the beach, protect upland properties and public infrastructure from wave action and storm surge. Over this same period, the property owner's predecessors granted the Village a separate pedestrian access easement from Collins Avenue to the erosion control line that was later widened to fifteen feet and allowed limited municipal access for public safety and maintenance activities. At the same time, these instruments operated in parallel to the County's 1963 easement but did not consolidate responsibilities or establish a single, comprehensive easement in favor of the Village.

In recent years multiple agencies have formalized the Village's role. The Florida Department of Environmental Protection renewed its submerged lands easement to the Village for the jetty, revetment, and curved breakwater extension. The U.S. Army Corps of Engineers (USACE) issued its Consent to Easement allowing the Village to use federal easement areas to perform the work for the proposed project. The Florida Department of Transportation owns the shoreline structure under the Baker's Haulover Bridge and replaced that segment in 2017, while also leasing the under-bridge parcel to the Village for public parking; FDOT retains jurisdiction over that area. Collectively, these actions have recognized the Village as the practical custodian of this critical inlet infrastructure, even as the underlying easement framework remained fragmented.

To resolve decades of piecemeal instruments and to set a durable framework for construction, operations, and maintenance, the Village and One Bal Harbour Corporation have negotiated a comprehensive Memorandum of Understanding and Agreement (MOUA) (attachment A) and a companion Second Amended and Consolidated Easement Agreement (attachment B). The MOUA recites the easement history, defines roles during construction, addresses coordination with the owner and its consultants, and sets the conditions under which the Second Amended Easement will be finalized and recorded. The Second Amended Easement consolidates, amends, and supersedes the 1973 and 1977 easements, widens and legally describes the easement parcel based on a current survey, and establishes the Village's perpetual nonexclusive easement rights for construction, access, public safety, and ongoing maintenance of improvements within the easement area.

## ANALYSIS

This action is historic because it replaces a patchwork of overlapping rights with a single, clear easement estate in favor of the Village. The new framework is aligned with today's design, construction, and long-term maintenance requirements. Under the MOUA, the Village and OBH confirm the survey basis for the revised easement parcel, coordinate on ninety-percent design plans through a formal page-turn process and recognize the Village's authority to deliver the project while considering reasonable aesthetic inputs for frontage areas.

The MOUA establishes construction coordination protocols with the Village's construction management team, defines appropriate insurance and additional insured status for OBH, prohibits liens against OBH's fee interest, and provides for OBH participation in site walkthroughs. It also addresses simultaneous construction by OBH constituents and requires both parties' contractors to coordinate in order to minimize interference. The MOUA terminates the 2014 landscape maintenance agreement and replaces it with a comprehensive project-related maintenance framework that assigns ongoing maintenance of the easement parcel to the Village after completion, while preserving OBH responsibility for damage caused by its own contractors, residents, employees, or invitees. A binding arbitration clause is included for dispute resolution. The MOUA is not recorded, will be used for Council approval and public transparency, and is intended to sunset upon

completion, with continuing rights and obligations to reside in the recorded easement. The Second Amended and Consolidated Easement Agreement is the durable instrument that will be recorded in the public records. It grants the Village a perpetual nonexclusive easement over the widened parcel described by metes and bounds and depicted on the approved survey. It consolidates and supersedes the 1973 and 1977 easements, formally acknowledges the existence of the 1963 County easement and the Corps' consent, and clarifies that the Village's rights under this new easement are separate from and in addition to rights held by others. The agreement, as required by USACE & MDC, authorizes the Village's construction, replacement, and long-term maintenance of improvements and provides full access for Village police, fire, rescue, and maintenance operations. It also preserves pedestrian ingress and egress between Collins Avenue and the Atlantic Ocean, allows passive public uses such as sitting on benches, and ensures the quiet enjoyment of the space.

It strictly limits other vehicular access, allows escorted vehicles serving permitted special events at the jetty on a case-by-case basis, and prohibits public events on the easement parcel without the grantor's consent. It sets a maintenance standard that mirrors the level of care devoted to other major public areas in the Village, specifies irrigation, trimming, fertilization, pest control, routine cleaning, and trash removal, and requires timely restoration after casualty events. It provides for submeters for water and electric services at Village expense, confirms that the Village may self-insure consistent with state law, and includes mutual indemnity to the extent permitted by Florida law. It establishes that the easement runs with the land, benefits and binds successors, and may be amended only by a recorded written instrument.

The MOUA also addresses site logistics essential to the owner's operations. The Village will maintain a permanent turnaround area capable of accommodating eighteen-wheel vehicles to support OBH loading and service needs and will ensure continuous access to the OBH loading dock and lower garage entrance during construction. The Village may install gates or bollards to prevent unauthorized vehicular access while preserving owner access through keys or credentials. The Village intends to install security cameras within the easement parcel for safety and monitoring with viewing access for OBH, coordinated with the Bal Harbour Police Department. As part of the project, the Village will also install and cover the cost of utilities serving the easement parcel. The Village's project will be deemed complete when all governmental approvals are received, permits closed, final affidavits and releases of lien are delivered, and the area is reopened to the public.

In addition to clarifying property rights, this action strengthens the Village's eligibility and readiness for state and federal resilience funding by aligning recorded easement rights with the scope of work authorized by FDEP and USACE. The Village will continue to secure and comply with all required federal, state, county, and local approvals for construction and maintenance within the easement parcel, consistent with existing permits and consents.

## ***THE BAL HARBOUR EXPERIENCE***

Approval of the MOU and the Second Amended Easement advances the Village's long-standing mission to protect public shoreline infrastructure, safeguard residents and visitors, and provide orderly public access to the beach and jetty. By bringing clarity to easement rights and responsibilities, the Village ensures that essential coastal resilience improvements can be constructed and maintained to a high standard while respecting adjacent private operations and access needs.

## CONCLUSION

I am seeking Council approval of the Resolution authorizing the Village Manager to execute the Memorandum of Understanding and Agreement with One Bal Harbour Corporation and to execute and record the Second Amended and Consolidated Easement Agreement. This action memorializes decades of practical stewardship into a clear, modern easement estate held by the Village, establishes a balanced framework for construction and ongoing maintenance, protects public access and safety, and resolves long-standing ambiguity in favor of a stable, cooperative partnership that supports the Village's critical shoreline resilience program.

Attachment:

1. Exhibit A: Memorandum of Understanding and Agreement between Bal Harbour Village and One Bal Harbour Corporation.
2. Exhibit B: Second Amended and Consolidated Easement Agreement.

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND AGREEMENT WITH ONE BAL HARBOUR CORPORATION AND TO EXECUTE AND RECORD THE SECOND AMENDED AND CONSOLIDATED EASEMENT AGREEMENT RELATED TO TRACT "E" AND ADJACENT SHORELINE CRITICAL INFRASTRUCTURE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Bal Harbour Village's shoreline infrastructure along Baker's Haulover Inlet has for decades been governed by a complex layering of public rights, private ownership, and overlapping easements, including a perpetual fifty-foot maintenance easement granted to Miami-Dade County in 1963 for jetty and bulkhead construction and protection; and

**WHEREAS**, in recent years, multiple agencies have recognized the Village's role as the practical custodian of this critical inlet infrastructure, with the Florida Department of Environmental Protection renewing its submerged lands easement to the Village, the U.S. Army Corps of Engineers issuing its consent for federal easement use, and the Florida Department of Transportation agreeing to the Village's connection to its seawall while retaining jurisdiction over the shoreline structure under the Haulover Bridge; and

**WHEREAS,** despite this long history of stewardship, the underlying easement framework has remained fragmented, and the Village and One Bal Harbour Corporation now desire to resolve decades of piecemeal instruments by entering into a comprehensive Memorandum of Understanding and Agreement ("MOU") and executing a Second Amended and Consolidated Easement Agreement; and

**WHEREAS**, the Second Amended and Consolidated Easement Agreement consolidates, amends, and supersedes prior easements, legally describes the revised parcel, and grants the Village perpetual nonexclusive easement rights for construction, access, public safety, and ongoing maintenance of improvements within the easement area, while preserving public access and terminating the former landscape maintenance agreement between the parties; and

**WHEREAS**, the Village Council finds that approval of the MOU and the Second Amended Easement Agreement is in the best interest of the Village to protect shoreline and upland critical infrastructure, clarify property rights, and support the Village's long-term coastal resilience program.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2. Approval of Agreements.** The Memorandum of Understanding and Agreement with One Bal Harbour Corporation and the Second Amended and Consolidated Easement Agreement, in substantially the form attached hereto as Exhibits "A" and "B," are hereby approved, and the Village Manager is authorized to execute and record said agreements on behalf of the Village.

**Section 3. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the agreements and the purposes of this Resolution.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

# Exhibit A

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**
**BETWEEN**
**BAL HARBOUR VILLAGE AND ONE BAL HARBOUR CORPORATION**

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("**MOUA**") is entered into as of _____, 2025 (the "**Effective Date**"), by and between **ONE BAL HARBOUR CORPORATION**, a Florida not-for-profit corporation ("**OBH**"), whose mailing address is 10295 Collins Avenue, Bal Harbour, Florida 33154, Attn: Managing Director, and **BAL HARBOUR VILLAGE**, a Florida municipal corporation (the "**Village**," and together with OBH, the "**Parties**," and each a "**Party**"), whose mailing address is 655 96th Street, Bal Harbour, Florida 33154, Attn: Village Manager.

**BACKGROUND**

- OBH is the owner of the real property commonly known as the "One Bal Harbour Property," located at 10295 Collins Avenue, Bal Harbour Village, Miami-Dade County, Florida (the "**OBH Property**"). A 26-story mixed-use building (the "**OBH Building**") is situated on the OBH Property.
- The Parties intend that OBH shall grant a "Second Amended Easement" to the Village over approximately the northerly fifty (50) feet of the OBH Property (the "**Easement Parcel**").The granting of that easement is the subject of this Agreement.
- The Village previously delivered to OBH a preliminary draft of a proposed survey of the Easement Parcel, which is attached hereto as **Exhibit A**. As of the Effective Date, the parties are awaiting delivery of an updated survey of the Easement Parcel which will contain an exact metes and bounds legal description of the Easement Parcel and an exact drawing reflecting that legal description (the "**Survey**").
- On November 7, 1963, OBH's predecessor, Bal Harbour Towers, Inc., granted Dade County (now Miami-Dade County) a 50-foot-wide perpetual maintenance easement over the North fifty (50) feet of Tract "E" of the Bal Harbour Ocean Front Addition as recorded in Plat Book 57 at Page 68 of the Official Records of Miami-Dade County, Florida (the "**Plat**"). The County Easement was recorded in Official Records Book 4001, Page 659, (**Exhibit B**) (the "**County Easement**") and grants the County and its assigns the right to access the northern 50 feet of Tract "E" to construct, inspect, operate, maintain, repair, and protect bulkheads, jetties, and revetments—both existing and future—as well as the right to store and remove materials necessary to support these efforts.
- On November 27 1963, Bal Harbour Towers, Inc. conveyed by Quitclaim Deed a 25-foot by 75-foot parcel at the northeast end of Tract "E," where the jetty begins (**Exhibit C**), which was recorded in Official Records Book 4163 at Page 474 of the Official Records of Miami-Dade County, Florida (the "**Quitclaim Deed**"). This parcel links the County's 50' foot County Easement Parcel to the Erosion Control Line and was conveyed to Miami-Dade County, which now holds title under folio number 12-2226-005-003. The Quitclaim Deed contained reversionary rights to the deeded property in the event the County or its successors failed to fulfill the terms of the 1963 County Easement .
- The County Easement is perpetual and assignable on a limited basis and has been assigned, on a non-exclusive basis, to the U.S. Army Corps of Engineers (USACE) to support

federally authorized projects along and adjacent to Baker's Haulover Inlet. Correspondence from 1957 indicates that the County Engineer advised the Village's engineer, Zurwelle-Whittaker, that the County would accept the 1963 easement only with the understanding that the Village would assume responsibility for construction and maintenance activities (**Exhibit D**). As the County serves as the non-federal sponsor for federally authorized coastal projects, the Village's acceptance of the County's obligations under the County Easement enabled coordination with the federal government and access to public funding to support critical shoreline and navigational infrastructure. The Village undertook these responsibilities in furtherance of those public purposes.

- Since that time, the Village has helped to maintain the seawall, jetty, cutwalk, and related shoreline infrastructure activities recognized as critical to protecting upland properties and public infrastructure. In the late 1970s, the Village expanded the jetty through construction of a breakwater curved extension and also advanced funding for beach renourishment efforts, providing direct benefit to the residents of Bal Harbour. Despite this longstanding role, the Village was not formally assigned the 1963 County Easement. Instead, separate easements subsequently were granted by OBH's predecessors in title directly to the Village.
- In 1973, Bal Harbour Towers, Inc. granted the Village a 10-foot-wide pedestrian access easement from Collins Avenue to the Erosion Control Line, recorded on March 4, 1974 in Official Records Book 8612, Page 245. (Note: This easement and subsequent amendments contain an error depicting the easement to the Erosion Control Line, despite the County owning the portion from the easterly bulkhead line of Tract "E" to the Erosion Control Line in that portion of land, refer to folio number below*). (**Exhibit E**)
- In 1977, the easement was amended by Win-San Building Corporation (f/k/a Bal Harbour Towers, Inc.) to expand the easement to 15 feet and permit limited use by police, fire, ambulance, rescue, and maintenance personnel for beach-related purposes. Vehicle access remained otherwise prohibited. This amendment was recorded on January 31, 1977 in Official Records Book 9574, Page 419 (**Exhibit F**).
- In 2022, FDEP renewed its submerged lands easement to the Village over the portion of land documented as the jetty, revetment, and the curved breakwater extension (**Exhibit G**).
- In 2025, USACE granted to the Village a consent to use its easements for the project (**Exhibit H**).
- The Village replaced and constructed the current installed seawall beginning at the FDOT right-of-way line at the western edge of the north end of Tract "E," extending eastward to the bulkhead line. The Village also maintains the cutwalk, which functions as structural shoring for the seawall along the south side of Baker's Haulover Inlet. In 1963, the USACE relocated and rebuilt the 200-foot jetty, and in the 1970s, the Village constructed an additional 600-foot curved breakwater extension beyond the jetty.
- The portion of the seawall located beneath the Baker's Haulover Bridge (aka Herman Futz Bridge) is owned by the Florida Department of Transportation (FDOT), which replaced that segment in 2017. FDOT also owns the under-bridge parcel that includes public metered parking and the adjacent Collins Avenue (a State Highway System roadway). FDOT has granted a lease to the Village for the parking spaces beneath the bridge for public use. FDOT retains jurisdiction and decision-making authority over that area.

## PURPOSE

The purpose of this MOUA is to:

1. Recite the historical events regarding the easements affecting the Easement Parcel, the Village and adjacent public shoreline infrastructure and access; and
2. Evidence OBH's intention to consent to the Village's continued construction, maintenance, and operation of this critical infrastructure in accordance with the Second Amended Easement which OBH will grant for the current improvement Project the Village has agreed to undertake, which will amend the existing 15-foot easement to reflect the actual scope of activities to be undertaken by the Village and ensure OBH has the necessary assurances regarding coordination and continued collaboration; and
3. Set out the Village's obligations with respect to the planning and construction of the proposed Project.

The Parties intend to work together in good faith to amend the existing Easement to reflect the current and future needs of the Village's project and to ensure that the rights and responsibilities of both Parties are clearly defined and mutually understood.

## THE AGREEMENT

NOW, THEREFORE, in consideration of OBH's agreement to grant the 2025 Second Amended Easement as described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Survey and Easement Description.** Upon receipt of the updated Survey, the Parties will review the Survey and agree upon a final legal description and drawings.

2. **Plans and Coordination.** The Village has completed approximately 90% of the design plans for the improvements proposed within the Easement Parcel (the "Plans") and has delivered to OBH a copy for information and coordination purposes (**Exhibit I**). A page-turn meeting is scheduled between the Parties to review the Plans and discuss any questions or comments OBH may have. The Project includes improvements to landscaping and hardscape features within the Easement Parcel, including replacement of pavers along the cutwalk and related aesthetic enhancements. The Village will consider OBH's input regarding these elements in good faith and will make reasonable efforts to coordinate on finishes and materials where feasible. The Village will make reasonable efforts to coordinate design elements affecting the visible frontage or shared spaces of the OBH Property. However, the Village retains final authority over the design and construction of the Project, which is subject to applicable codes, permits, funding requirements, and regulatory approvals. This MOUA does not require OBH to perform or fund any modifications to its building or grounds beyond those being implemented by the Village within the Easement Parcel as part of the Project.

3. **Construction and Contractor Coordination.** The Village has retained Whiting-Turner Contracting Company as its construction manager for the Project pursuant to a publicly procured contract previously approved by the Village Council. In the event the Village

replaces the general contractor or construction manager firm contracted for the project, the Village will provide written notice to OBH and furnish a copy of the new contract. The Village will require, through its agreement, that the contractor maintain appropriate insurance coverage for the Work throughout the construction period, until a Certificate of Acceptance is issued by the Building Department. The Village will also coordinate with OBH to allow participation in site walkthroughs or inspections during construction, as reasonably appropriate. Nothing in this MOUA shall entitle OBH to approve change orders, impose penalties, or assert remedies against the Village's contractors. A copy of the contractor's contract is herein incorporated informational purposes as **Exhibit J**. Prior to commencement of construction of the Improvements, the Village will deliver to OBH a written acknowledgment from the Contractor that: (i) OBH is the owner of the Easement Parcel; (ii) that neither the Contractor nor its subcontractors shall have any lien rights against OBH's fee simple ownership of the OBH Property, including the Easement Parcel; (iii) that OBH shall be copied on all default notices sent by Contractor to the Village; and (iv) that OBH shall be added as an additional insured to all insurance policies carried by the Contractor in connection with the Project.

4. **Governmental Approvals.** The Village is responsible for securing all permits and approvals necessary to perform the Work within the Easement Parcel, including approvals from the U.S. Army Corps of Engineers, the State of Florida and its agencies, Miami-Dade County, and the Village Building Department. The Village will keep OBH reasonably informed of the status of permitting and will provide copies of all permits as issued. Currently the Village holds an FDEP permit (**Exhibit K**) and a USACE permit (**Exhibit L**) for the Project both of which have been incorporated herein.

5. **Project Funding.** The Village represents that it has sufficient public funding allocated to complete the Project as contemplated. No portion of the Project funding shall result in a lien or encumbrance against the OBH Property or the Easement Parcel.

6. **Proposed Easement Amendment and Recording**. Attached to this MOUA Agreement as **Exhibit M** is the proposed "Draft Second Amended and Consolidated Easement Agreement." Upon completion of the "Recording Condition" discussed in Section 8, the Parties will attach the Survey to the Draft Second Amended and Consolidated Easement, which thereupon shall be recorded without change in the Official Records of Miami-Dade County, Florida and which thereafter shall be the "**Second Amended Easement**".

7. **East Fence Coordination**. OBH has expressed interest in removing or relocating the existing fencing along the eastern end of the Easement Parcel (the "**East Fence**"), which is situated on the OBH Property. The Parties acknowledge that this matter is separate and unrelated to the scope and purpose of this MOUA and will be addressed independently through future coordination between OBH and the Village, as appropriate. Provided that all required permits and governmental approvals are obtained, the Village has no objections to the proposed removal or relocation of the east fence located on the OBH property.

8. **Recording of Second Amended Easement**. The Village and OBH shall execute the Second Amended Easement, which thereupon shall be recorded in the Official Records of Miami-Dade County upon fulfillment of all of the parties' obligations set forth in this MOUA.

9. **Structural Inspections of the OBH Property.** Upon execution of this Agreement, at its sole expense and solely for purposes of this Agreement, OBH will have conducted by its consulting engineers, Pistorino & Alam, an inspection of the OBH Building to determine its current structural condition. OBH will deliver to the Village a copy of this report (the "Initial Report"). The purpose of the Initial Report is to provide a baseline of the OBH Building's structural condition prior to the Village undertaking installation of new pilings for the seawall and the jetty ("Pilings"). As a condition to OBH's execution of the Second Amended Easement, the Village will acknowledge receipt of the Initial Report. Periodically during the Work of the Project, OBH may have its engineers conduct updates of the Initial Report to identify any structural damage which may occur during the Work ("Follow-up Reports). OBH will deliver to the Village a copy of each Follow-up Report promptly upon OBH's receipt thereof. In the event any Follow-up Report identifies structural damage to the OBH Building which did not appear in the Initial Report or any prior Follow-up Report, the Village immediately will halt installation of Pilings until it can be determined whether or not such damage was caused by the installation of the Pilings. If it is determined that such subsequent damage was caused by the installation of the Pilings, the Village will require that its Contractor: (i) present a plan to prevent further damage caused by the installation of Pilings; and (ii) repair all structural damage to the OBH Building at the Village's or the Contractor's sole expense to the reasonable satisfaction of OBH.

10. **Construction of the Project**.

a. Upon recording of the Second Amended Easement, the Village may commence the Work at the Village's sole cost and expense. Upon such commencement, the Village shall file in the Official Records of Miami-Dade County, Florida a Notice of Commencement in accordance with Florida Statutes §713.13. Said Notice of Commencement shall name OBH and Hinshaw & Culbertson LLP as parties to be notified.

b. The Village, at its sole cost and expense, shall construct and install upon the Easement Parcel, seawall and jetty repairs, all of the landscaping, benches and other improvements which are set forth in the Plans.

c. The Village does not anticipate that the Project will interfere with utility services to the OBH Property or block existing points of entry or exit. However, should temporary disruptions become necessary during construction, the Village will provide reasonable advance notice to OBH and coordinate efforts to minimize impacts and shall further maintain all point of emergency egress clear of obstructions. The Village may perform all necessary activities to construct, inspect, operate, maintain, and repair the improvements within the Easement Parcel, provided such activities are conducted in a manner that reasonably preserves OBH's access and use of its property. The Village will notify OBH of any material changes to the Plans affecting the Easement Parcel; such changes shall not require OBH's consent unless such changes: (i) significantly impair access to the OBH Property or the "Turnaround Area"; (ii) reduce the number of parking spaces available to OBH residents and employees; (iii) significantly impair utility services

to the OBH Property; or (iv) significantly impair use of the Easement Parcel by OBH residents and employees.

d. In the event the Village or its contractors shall cause any damage to the OBH Property, including the Easement Parcel, during the course of the Work, the Village shall promptly repair such damage and restore the OBH Property, including the Easement Parcel, to the condition in which it existed prior to the occurrence of such damage and if the Village fails to do so, OBH may do so at the Village's sole cost and expense.

e. The anticipated staging area for construction will be located in the northernmost portion of the parking area, as shown in **Exhibit N**. The Village will ensure that access to the OBH loading dock and lower garage entrance is maintained throughout the duration of the Project. In addition, the Village shall ensure that a permanent turnaround area sufficient to accommodate 18-wheel vehicles (the "Turnaround Area"), as depicted within Exhibit N, is maintained within the Easement Parcel to support the ongoing access and operational needs of OBH.

f. The Village may install gates or bollards upon the Easement Parcel to restrict unauthorized vehicular access. In such event, the Village shall provide OBH with a copy of any keys or access credentials necessary to ensure continued access to the Easement Parcel, the Cutwalk and OBH Property, consistent with OBH's ownership rights.

g. The Village intends to install security cameras within the Easement Parcel for safety and monitoring purposes, utilizing the Village's internet service provider. OBH shall be granted viewing access to the camera feed solely for the purpose of monitoring the OBH Property, including the Easement Parcel. Such access shall be subject to applicable law and coordinated with the Bal Harbour Police Department to ensure compliance with all public safety protocols.

h. The Village shall be responsible for the installation of any utilities serving the improvements within the Easement Parcel, including benches, lighting, irrigation, drainage, and electric service. The Village shall ensure the installation of sub-meters for water and electric service to the Easement Parcel, at no cost to OBH.

i. In the event any Contractor shall file a claim of lien against the OBH Property or the Easement Parcel, the Village will transfer such claim of lien to bond within five (5) business days of recording of such claim of lien. If the Village shall fail to do so, OBH may do so at the Village's sole cost and expense.

11. **Project Completion.** The Village will use diligent, good faith efforts to complete the Project in accordance with applicable schedules, subject to permitting, weather conditions, contractor performance, and other unforeseen site-related factors. OBH will be kept reasonably informed of any material delays, and the Parties agree to coordinate as needed to address impacts during construction. The Project will be deemed completed when: (i) all applicable governmental final inspections/approvals have been issued; (ii) all open permits have been closed; (iii) the Contractor has delivered its Final Affidavit and Final

Release of Lien pursuant to Florida Statutes §713.20; and (iv) the Easement Parcel has been re-opened to the public.

12. **OBH Simultaneous Construction Project.** The Village acknowledges that a constituent of OBH is undertaking renovation in areas of the OBH Property adjacent to the Easement Parcel. Such renovations may occur simultaneously with the Work of the Project. The Village will make every effort to not disturb such renovation. Both parties agree that they shall cause their respective general contractors/project managers to coordinate their work so as to cause minimal or no interference with the other Party's ongoing construction.

13. **Landscape Maintenance Agreement Termination**. On October 1, 2014, the parties entered into a Landscape Maintenance Agreement. That Landscape Maintenance Agreement hereby is terminated.

14. **Project-Related Maintenance Expenses**. As of the Effective Date, the Village will be responsible for ongoing maintenance of the Easement Parcel, including but not limited to those obligations previously described in the terminated Landscape Maintenance Agreement. The Parties acknowledge that the area beneath the Collins Avenue bridge falls under the jurisdiction of the FDOT, and any maintenance or access decisions related to that area are determined solely by FDOT. This section does not relieve OBH of responsibility for any costs resulting from damage caused by its contractors, residents, employees, or invitees within the Easement Parcel.

15. **Dispute Resolution**. In the event the Parties are unable to agree upon any issue requiring such agreement, the issue or issues shall be resolved by binding arbitration to be held in Miami-Dade County, Florida, the cost of which shall be borne equally by the Parties. The arbitration award shall be final and binding, subject only to the grounds for vacating or modifying an award as provided under applicable Florida law.

16. **Notices.** Any notices, demands, requests and other communications required under this Agreement must be given in writing and may be delivered by: (i) hand delivery, with a receipt issued by the party making such delivery or notice of refusal of delivery; (ii) certified mail, return receipt requested, or (iii) a nationally recognized overnight delivery service which provides delivery confirmation. Notice will be deemed to have been given upon receipt or refusal of delivery. All notices, demands, requests and other communications required under this Agreement may be sent by electronic mail provided that the electronic mail is followed by notice given pursuant to one of the three methods in the preceding sentence. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) days before the change of address is to become effective.

    a. **Notice to OBH**. Notice to OBH under this Agreement shall be sent to:

    One Bal Harbour Corporation
    10295 Collins Avenue
    Bal Harbour, Florida 33154
    Attention: Russell Smith, Managing Director
    Telephone: 305-455-5415

Email managingdirector@obhcorp.com

**With a copy to:**

Hinshaw & Culbertson LLP
2811 Ponce de Leon Boulevard, Tenth Floor
Coral Gables, Florida 33134
Attention: Steven Carlyle Cronig, Esquire
Telephone: 305 428 4122
Email: SCC@hinshawlaw.com

**b.** **Notice to Village**. Notice to the Village under this Agreement must be sent to:

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154
Attn: Village Manager
Telephone: 305 866 4644
Email: jgonzalez@balharbour.org

**With a copy to**:

Weiss Serota Helfman Cole & Bierman P.L
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134
Attention: Maria V Currais, Esquire
Telephone: 305.854.0800
Email: MCurrais@wsh-law.com

17. **Recording; No Liens or Lis Pendens**. This Agreement shall not be recorded in the public land records of any county or municipality by either Party or their successors or assigns, whether as a separate document or as an exhibit to any Affidavit. Under no circumstances shall be Village record any lien or notice of lis pendens against the OBH Property or the Easement Parcel in connection with this MOUA. The Village retains the right to present, disclose, and maintain this Agreement for the purpose of Council approval, public meetings, or otherwise in accordance with applicable law. Upon completion of construction of the Project as set forth in Section 10, this Agreement shall terminate, all rights which are intended to be continuing being set forth in the Second Amended Easement.

18. **Entire Agreement**. This Agreement, including its exhibits, represents the entire understanding between OBH and the Village concerning the subject matter described herein. This Agreement may be amended only by a written instrument signed by both parties and dated subsequent to the date of this Agreement, with the same formalities as herein appear.

(Signatures begin on page 9)

The parties have executed this Agreement as of the date set forth above.

**ONE BAL HARBOUR CORPORATION**, a Florida non-profit corporation

By: _____
Michael Shehadi, President

**BAL HARBOUR VILLAGE**, a Florida municipal corporation

By: _____
Jorge M. Gonzalez, Village Manager

Attest: _____
_____Village Clerk

**APPROVED FOR LEGAL SUFFICIENCY**
Weiss Serota Helfman Cole & Bierman P.L
Village Attorney

By: _____
Maria V. Currais, Esquire, Partner

## [THIS DOCUMENT IS NOT NOTARIZED AND MAY NOT BE RECORDED]

LIST OF EXHIBITS

- **Exhibit A** – Preliminary Survey
- **Exhibit B** – 1963 50-foot perpetual maintenance easement granted to Dade County (recorded in OR Book 4001, Page 659).
- **Exhibit C** – 1963 Quitclaim Deed conveying 25 ft x 75 ft parcel at the jetty's northeast end to Miami-Dade County (identified by folio 12-2226-005-003) (recorded in OR Book 4163, Page 474).
- **Exhibit D -** 1957 letter from the County Engineer to Village Engineer (Zurwelle-Whittaker) regarding the County's acceptance of the easement.
- **Exhibit E** – 1974 Easement Agreement from Bal Harbour Towers Inc to Village of Bal Harbour (recorded OR 8612, Page 245).
- **Exhibit F** – 1977 easement amendment expanding width to 15 feet and allowing limited municipal access (OR Book 9574, Page 419).
- **Exhibit G** – 2022 FDEP renewed easement to the Village over jetty, revetment, and curved breakwater extension.
- **Exhibit H** – 2025 USACE Consent to Easement.
- **Exhibit I** – 90% Design Plans for the Project.
- **Exhibit J** – 2024 Whiting-Turner Contract (incorporated for informational purposes).
- **Exhibit K** – 2022 FDEP Permit for the Project.
- **Exhibit L** – 2022 USACE Permit for the Project.
- **Exhibit M** – 2025 Draft "Second Amended and Consolidated Easement Agreement."
- **Exhibit N** – 2025 Sketch of Proposed Staging Area.

## EXHIBIT M – DRAFT EASEMENT

**This instrument prepared by:**
Maria V Currais, Esquire
Weiss Serota Helfman Cole & Bierman P.L
2800 Ponce de Leon Boulevard., Suite 1200
Coral Gables, Florida 33134
Telephone: 305.854.0800

## SECOND AMENDED AND CONSOLIDATED EASEMENT AGREEMENT

**THIS SECOND AMENDED AND CONSOLIDATED EASEMENT AGREEMENT** (the "**Agreement**") dated _____, 2025 is made and entered into by and between **ONE BAL HARBOUR CORPORATION,** a Florida corporation not for profit ("**Grantor**"), whose mailing address is 10295 Collins Avenue, Bal Harbour, Florida 33154, Attention Managing Director, and **BAL HARBOUR VILLAGE**, a Florida municipal corporation (the "**Village**"" and, together with OBH, the "**Parties**" and each a "Party"), whose mailing address is 655-96th Street Bal Harbour, Florida 33154, Attention Village Manager.

## RECITALS

Grantor is the owner of the real property commonly identified as the "One Bal Harbour Property", situate at 10295 Collins Avenue, Bal Harbour Village, Miami-Dade County, Florida, (the "**OBH Property**"). A twenty-six (26) story mixed use building is located upon the OBH Property (the "**OBH Building**").

Grantor's predecessor in title, Bal Harbour Towers, Inc., granted to the Village a ten (10) foot wide access easement along the length of the north property line of the OBH Property, dated June 30, 1973 which was filed for record on March 4, 1974 in Official Records Book 8612, Page 245 of the Official Records of Miami-Dade County, Florida (the "**Original Easement**").

The Original Easement was amended by that certain "Amendment to Easement Agreement" between the Village and Win-San Building Corporation (f/k/a Bal Harbour Towers, Inc.), dated January 25, 1977, which was filed for record on January 31, 1977 in Official Records Book 9574, Page 419 of the Official Records of Miami-Dade County, Florida (the "**First Amended Easement**"). The First Amended Easement widened the Original Easement from ten (10) feet to fifteen (15) feet and expanded upon the Village's use of the easement parcel.

The OBH Property is subject to that Declaration of Covenants, Restrictions and Easements for One Bal Harbour dated September 25, 2014, filed for record September 25, 2014 in Official Records Book 29325 at Page 345 of the Official Records of Miami-Dade County, Florida, as amended (the "**OBH Declaration**") and other documents of record.

The Village has requested, and the Grantor has agreed further to expand the width of the Easement in accordance with the Legal Description and Survey attached hereto as **Exhibit A** (the "**Easement Parcel**").

The Village and the Grantor acknowledge that the northern fifty (50) feet of Tract "E" is subject to a non-exclusive, perpetual maintenance easement granted in 1963 by the Grantor's predecessor, Bal Harbour Towers, Inc., to Dade County, as recorded in Official Records Book 4001, Page 659 of the Public Records of Miami-Dade County, Florida. That easement was assignable on a limited basis and has since been utilized by the United States Army Corps of Engineers (USACE) in connection with federally

authorized coastal and navigation improvements. In 2025, the USACE issued its Consent to Easement to Use Corps of Engineers Right-of-Way (Consent No. DACW17-9-25-0093), permitting the Village to proceed with certain improvements within the general area of the easement. The Village and the Grantor further acknowledge that the rights granted to the Village under this Second Amended Easement Agreement are intended to be separate, independent, and in addition to any other rights or obligations arising under easements previously granted by the Grantor to third parties.

Hence, the Grantor and the Village have agreed to enter into this Agreement which will: (i) grant to the Village an easement over the widened Easement Parcel; (ii) consolidate, amend and supersede the terms of the Original Easement and the First Amended Easement; (iii) provide for the installation of certain improvements upon the Easement Parcel in accordance with certain "**Plans**" previously approved by the Parties (the "**Project**"); (iv) provide for subsequent maintenance of the Easement Parcel once construction of the Project is completed; and (v) facilitate examination of title to the Property and eliminate confusion about the extent and use of the Second Amended and Consolidated Easement Agreement (the "**Second Amended Easement**" or "**Easement**").

**AGREEMENT**

1. **Recitals Incorporated; Defined Terms.** The foregoing Recitals are true, correct and complete and are incorporated by reference. Capitalized defined terms herein shall have the same meanings as are contained in the OBH Declaration unless otherwise specifically stated.

2. **Grant of Easement**. Subject to the restrictions and limitations set forth herein and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is acknowledged by Grantor, Grantor hereby grants to Village a perpetual non-exclusive easement (the "**Second Amended Easement**") upon, over and across the Easement Parcel to be used as set forth herein.

3. **Use of Easement**. The Easement Parcel shall be used by: (i) the Village for the repair and replacement of improvements to the Easement Parcel and continued maintenance of the same as more fully described in Section 4 below; (ii) the Village, including Village police, fire, maintenance, ambulance, rescue or other patrol purposes, which is further limited to supervising and patrolling activities taking place on or at the beach, but otherwise prohibiting vehicles from using the Easement; *provided, however*, solely in connection with special events occurring at the "Jetty" at the east end of the Easement pursuant to permits issued by the Village ("**Events**"), vehicles serving such Events may transit the roadway located upon the Easement Parcel if accompanied by a representative of the Village in each instance of transit and such vehicles may not park upon the Easement Parcel except briefly to load and unload passengers or materials such as catering supplies; (iii) by Grantor's residents, guests, employees and invitees for any purpose; and (iv) the general public solely for pedestrian ingress and egress from Collins Avenue to the Atlantic Ocean, sitting on installed benches and such other "passive uses" as described in Section 8 of this Easement and as shall be further agreed upon by Grantor and the Village. Any and all other vehicular traffic whatsoever is strictly prohibited without the prior consent of the Grantor, given in each instance. Under no circumstances shall any public "event" such as a concert or farmer's market be permitted upon the Easement Parcel without the consent of the Grantor. In no event shall the Easement Parcel or any part thereof be used by the Village or the general public for any purpose in violation of applicable ordinances, laws, or regulations.

4. **Maintenance of Easement Parcel by Village**. Village will maintain the Easement Parcel at the same level of care as the Village devotes on all other major public areas in the Village but not limited to: (i) at least monthly mowing of all grass located on the Easement Parcel; (ii) at least weekly irrigation of all grass, trees, hedges and other plantings located on the Easement Parcel; (iii)

at least annual trimming of all trees and hedges located on the Easement Parcel; (iv) at least semi-annual fertilization and pest control of all areas of the Easement Parcel; (v) at least weekly removal of all trash and waste from the Easement Parcel; (vi) at least weekly cleaning of benches located upon the Easement Parcel; and (vii) restoration and replacement of the original improvements in accordance with the Plans in the event of any casualty or damage suffered by the Easement Parcel by reason of hurricane or otherwise, within one hundred eighty (180) days of such casualty or damage. Submeters for water service and electrical service serving the Easement Parcel have been or shall be installed. The Village shall be responsible for all costs of improvements and maintenance of the Easement Parcel, including water service and electrical service.

5. **No Obstruction**. Grantor's utility facilities, including the Florida Power & Light vault, the port to empty the restaurant's grease traps, major plumbing and drainage structures are located along the north end of the OBH Building. Notwithstanding any other provision of this Agreement: (i) nothing contained in this Agreement will limit access by Grantor and its employees, agents, suppliers and invitees to these facilities; (ii) the Grantor shall provide the Village courtesy notice when performing work on utility facilities that impede on the passive use of the Easement Parcel; and (iii) no permission is required from the Village for the Grantor to access those utility facilities or to perform maintenance upon landscaping and other components of the OBH Property by Grantor, its employees, agents, suppliers and invitees shall be required under any circumstances whatsoever. Nevertheless, the Grantor must comply with all local, state and federal access requirements through and upon the Easement Parcel for emergencies and urgent government work. The Grantor shall not obstruct the Village or any other authorized agent from conducting work upon the Easement Parcel as agreed to herein.

6. **Subsequent Improvements.** Subsequent to completion of the work, the Village may perform routine maintenance, repairs, replacements, and minor aesthetic improvements on the Easement Parcel, including but not limited to benches, plantings, and ancillary surface features, provided such activities do not materially interfere with access to or the functionality of the Easement. Installation of any new buildings, permanent structures, or substantial alterations that may affect the use, access, or operation of the Easement shall require the prior written consent of the Grantor, which consent shall be given in the sole discretion of the Grantor.

7. **Restoration Following Casualty**. In the event of complete or partial destruction of improvements located on the Easement Parcel ("**Casualty**"), the Village, in coordination with OBH, any other easement holders or responsible governmental entities, shall work in good faith to restore such improvements to the condition in which they existed prior to the casualty, taking into account the nature and extent of the damage to the Easement and the priority and extent of damage to other public infrastructure, such as water and sewer systems, electric service and life/safety facilities. Restoration shall be the sole obligation of the Village, which shall be solely responsible for seeking damages or contribution from other entities which may hold rights or interests over the Easement Parcel. The Grantor shall bear responsibility for any damage resulting from its own acts or omissions. In all such efforts, the Village will take reasonable steps to minimize disruption to the Grantor's ongoing use of the OBH Property.

8. **Quiet Enjoyment of Easement**. Grantor represents that it is lawfully seized and possessed of the Easement Parcel and has the full right and authority to grant this Easement. Grantor covenants that the Village shall have quiet and peaceful possession, use, and enjoyment of the Easement for its intended passive and limited governmental purposes, free from interference, and that such use shall not be subject to future rules or restrictions imposed by Grantor or any condominium association. The Village's use shall be in common with the Grantor and its assigns, provided that such shared use does not materially interfere with the Village's rights under this Easement.

9. **Insurance.** The Village shall, at its sole cost and expense, maintain, or cause to be maintained, during the term of this Easement, insurance coverage for its activities and operations on, over, or under the Easement Parcel, including but not limited to commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, insuring against claims for bodily injury, death, and property damage arising out of or in connection with the use of the Easement Parcel by the Village, its employees, agents, contractors, or invitees. Notwithstanding the foregoing, the Village may satisfy its obligations under this Section by maintaining a self-insurance program in accordance with the laws of the State of Florida, including but not limited to Section 768.28, Florida Statutes, as may be amended from time to time. In the event the Village elects to self-insure, the Village shall provide the Grantor with a certificate or other reasonable evidence of such self-insurance upon request. The insurance or self-insurance required herein shall be primary and non-contributory with respect to any insurance maintained by Grantor. The Village shall provide Grantor with not less than thirty (30) days' prior written notice of any cancellation or material change in such insurance or self-insurance program.

10. **Indemnity**. To the extent permitted by Florida law, and subject to the limitations set forth in Section 768.28, Florida Statutes, as may be amended from time to time, each party (the Village and the Grantor), and their respective successors and assigns, shall indemnify, defend, and hold harmless the other party, including their respective officers, employees, agents, and contractors, from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from the indemnifying party's use, activities, maintenance, repair, or operations on or affecting the Easement Parcel, or the acts or omissions of its employees, agents, contractors, or invitees, except to the extent such claims arise from the negligence or willful misconduct of the party seeking indemnification.

11. **Injunctive Relief.** In addition to any other remedies available at law or in equity, the Grantor shall have the right to seek injunctive relief to prevent any actual or threatened violation of the terms, conditions, or restrictions set forth in this Easement. Any such action shall be brought exclusively in a court of competent jurisdiction located in Miami-Dade County, Florida. The Grantor may seek both temporary and permanent injunctive relief as may be necessary or appropriate to enforce compliance with the provisions of this Easement, without the necessity of proving actual damages or posting a bond, unless otherwise required by law. The rights and remedies set forth herein shall be cumulative and in addition to any other rights and remedies available to the Grantor.

12. **Covenant Running with the Land**. This Second Amended Easement Agreement is a covenant running with the land and is binding upon and inures to the benefit of Grantor and Village and their respective successors and assigns . This Second Amended Easement Agreement is subject to all matters of record affecting the Easement Parcel as of the date hereof, including the OBH Declaration, none of which are sought to be reimposed.

13. **Rights Reserved**. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. Grantor shall have the right to use the Easement Parcel or any portion thereof in common with the Village.

14. **Notices**. Any notices, demands, requests and other communications required under this Agreement must be given in writing and may be delivered by (i) hand delivery, with a receipt issued by the party making such delivery; (ii) certified mail, return receipt requested, or (iii) a nationally recognized overnight delivery service which provides delivery confirmation. Notice will be deemed to have been given upon receipt or refusal of delivery. All notices, demands, requests and other

communications required under this Agreement may be sent by facsimile or electronic mail provided that the facsimile or electronic communication is followed up by notice given pursuant to one of the three methods in the preceding sentence. Any party may designate a change of address by written notice to the other Party, received by such other Party at least ten days before the change of address is to become effective.

Notice to OBH. Notice to OBH under this Agreement must be sent to:

One Bal Harbour Corporation
10295 Collins Avenue
Bal Harbour, Florida 33154

With a copy to:

Hinshaw & Culbertson LLP
2811 Ponce de Leon Boulevard, Tenth Floor
Coral Gables, Florida 33134

Notice to Village. Notice to the Village under this Agreement must be sent to:

Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

With a copy to:
Weiss Serota Helfman Cole & Bierman P.L
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

15. **Amendment or Termination**. This Second Amended Easement Agreement may be amended, modified or terminated only by a written instrument signed by both Parties or their respective successors and assigns, which instrument will only become effective when recorded in the Official Records of Miami-Dade County, Florida, *provided however*, construction of the Project will occur only after the recording of this Easement.

16. **Assignment**. Neither Party shall have the right to assign its rights or obligations under this Agreement except: (i) to a successor in interest of the Village which shall assume all of the Village's municipal government operations; (ii) to a successor in interest of OBH, which shall acquire all of OBH's ownership of the One Bal Harbour Property; or (iii) by agreement of the Parties, which shall be evidenced by an assignment thereof executed with same dignity as this Agreement.

17. **Governing Laws**. The laws of the State of Florida, excluding Florida law regarding conflicts of law, will govern the interpretation, validity, performance and enforcement of this Second Amended Easement Agreement. Venue for any action brought under this Second Amended Easement Agreement will be in Miami-Dade County, Florida.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

This Second Amended Easement Agreement has been executed by the Grantor on the date set forth on the first page of this Agreement.

**WITNESSES**:

Signature: _____
Name: _____
Address: _____
_____

Signature: _____
Name: _____
Address: _____
_____

**GRANTOR**:

**ONE BAL HARBOUR CORPORATION,** a Florida corporation

By: _____
Name:_____
Title: _____

Address: 10295 Collins Avenue
Bal Harbour, Florida 33154

STATE OF FLORIDA )
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ___ online notarization on _____ 2025 by _____ as ____ _____ of **ONE BAL HARBOUR CORPORATION,** a Florida corporation, on behalf of the corporation. He/She (check one) [ ] is personally known to me or [ ] has produced Florida drivers' license as identification.

SEAL

_____
Notary Public, State of Florida
Print name: _____
My commission expires: _____

**WITNESSES**:

Signature: _____
Name: _____
Address: _____
_____

Signature: _____
Name: _____
Address: _____
_____

**VILLAGE**

VILLAGE OF BAL HARBOUR, FLORIDA, a Florida municipal corporation

By: _____
Name: _____
Title: _____

Address: 655-96th Street
Bal Harbour, Florida 33154

STATE OF FLORIDA )
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ___ online notarization on _____ 2025 by _____ as ____ _____ of **THE VILLAGE OF BAL HARBOUR, FLORIDA**, a Florida municipal corporation, on behalf of the corporation. He/She (check one) [ ] is personally known to me or [ ] has produced Florida drivers' license as identification.

_____
Notary Public, State of Florida
SEAL Print name: _____
My commission expires: _____

**APPROVED FOR LEGAL SUFFICIENCY**
Weiss Serota Helfman Cole & Bierman P.L
Village Attorney

By: _____
Maria V. Currais, Esquire, Partner

**EXHIBIT A**

**LEGAL DESCRIPTION OF EASEMENT PARCEL**

**AND GRAPHIC DEPICTION OF THE EASEMENT PARCEL**

[INSERT SURVEY AND METES AND BOUNDS DESCRIPTION AND DRAWING]

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION AND AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION IN THE AMOUNT OF $ 19,868.11 FOR COSTS INCURRED IN CONNECTION WITH THE RETENTION OF A KENT SECURITY SERVICES, INC. EMPLOYEE**

**Issue:**

Should the Village Council approve the actions of the BHCA and authorize the Village Manager to make the payment of $19,868.11?

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☒ Beautiful Environment | ☒ Safety | ☐ Modernized Public Facilities/Infrastructure |
| ☐ Destination & Amenities | ☐ Unique & Elegant | ☐ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

Kent Security Services provided security services to the gated community from 2004 to May 2025. On November 8, 2024, a Request for Proposal (RFP) No. 2024-05 was issued for the benefit of the Bal Harbour Civic Association for Security Services that led to the selection of Officers Reserve North America (ORNA) as the next security services company effective June 2025. The Bal Harbour Civic Association and InspireMe Consulting, the property manager for the Association, found it in its best interest to retain and hire a Kent employee, to continue in a newly expanded role, with the title of Construction Operations Liaison, under the employ of InspireMe. The hiring of a Kent employee triggered a provision in their agreement which specifically refers to the sum due Kent for such action, equivalent to one-third (1/3) of the salary earned by the employee during the preceding year, specifically $ 19,868.11.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS PAYMENT**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | $19,868.11 | Professional Services | 11-29-503105 |

**Sign off:**

| Public Works & Beautification Director | Chief Financial Officer | Village Manager |
|---|---|---|
| Julio E. Magrisso | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION AND AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION IN THE AMOUNT OF $ 19,868.11 FOR COSTS INCURRED IN CONNECTION WITH THE RETENTION OF A KENT SECURITY SERVICES, INC. EMPLOYEE AT THE TERMINATION OF THE KENT SECURITY SERVICES CONTRACT, PROVIDED SUCH COSTS ARE APPROPRIATE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

## BACKGROUND

On April 21, 2004, The Village entered into an agreement for security services of the gated community (Security Area) with Kent Security Services, Inc., and then entered into a subsequent agreement with Kent Securities on February 11, 2014. The security company contract was managed by Village personnel for many years, until the turnover and transition of all gated area responsibilities from the Village to the Civic Association pursuant to the January 30, 2018 Milestone Agreement.

The Gated Residential Community containing single and multi-family residences currently receives residential property management services provided by InspireMe Consulting, LLC, at the direction of the Bal Harbour Civic Association's Board of Directors, pursuant to the Professional Services Agreement between InspireMe and the Association. Services include management of the security program guards and system components, guard station facility, common area landscape maintenance, various access control points, fencing and signage, communication with residential community residents and Village Hall staff, and general management.

On November 8, 2024, a Request for Proposal (RFP) No. 2024-05 was issued for the benefit of the Bal Harbour Civic Association for Security Services. Fifteen (15) security companies accessed the RFP, including Kent Securities. The RFP process led to the contract being awarded to Officers Reserve North America (ORNA), which began its services in June 2025.

InspireMe and the Bal Harbour Civic Association found it in its best interest to retain and hire a Kent employee, to continue in a newly expanded role, with the title of Construction Operations Liaison in the employ of InspireMe. This position was approved via Resolution 2025- 1737 by the Village Council at the July 15, 2025 council meeting and is managed by InspireMe Consulting, LLC..

Due to the decision to hire a Kent employee by InspireMe and the Association, subsequent to the cancellation of the Kent contract, Sec. 10 provision of the Kent agreement was triggered. This section specifies the sum due Kent for such action, specifically one-third (1/3) of the salary earned by the employee during the preceding year. The amount of $ 19, 868.11 is now due.

Sec. 6-42 of the Bal Harbour Code of Ordinances calls for a fee to be paid by the owner of each parcel of property inside the gated community (referred to as the Security District) at which construction activities are undertaken, payable to the Village upon issuance of the applicable building permit. The fee is one-half of one percent (0.5%) of the total cost of improvements costing at least $100,000. All fees collected pursuant to Sec. 6-42 shall be utilized solely to enhance security within the Security District. The costs under this Resolution are consistent with the intended purpose of Sec. 6-42 and is appropriate for this use. It is important to note that this fund is separate from the Gated Area assessment charged to the homeowners.

## ***THE BAL HARBOUR EXPERIENCE***

This action supports the goals of Safety, Modernized Public Facilities/Infrastructure and Beautiful Environment.

## CONCLUSION

I recommend the approval of this resolution, which will allow for reimbursement for costs incurred in connection with the retention of a Kent employee.

Attachments:

1) Invoice from Kent Security Services, LLC
2) Agreement for Security Services- refer to Sec. 10- Retention of Kent Employees

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION AND AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION IN THE AMOUNT OF $ 19,868.11 FOR COSTS INCURRED IN CONNECTION WITH THE RETENTION OF A KENT SECURITY SERVICES, INC. EMPLOYEE AT THE TERMINATION OF THE KENT SECURITY SERVICES CONTRACT, PROVIDED SUCH COSTS ARE APPROPRIATE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on April 21, 2004, The Village entered into an agreement for security services of the Gated Community (Security Area) with Kent Security Services, Inc., and then entered into a subsequent agreement with Kent Securities on February 11, 2014, and

**WHEREAS,** the security company contract was managed by the Village personnel for many years, until the turnover and eventual transition of all gated area responsibilities from the Village to the Civic Association pursuant to the January 30, 2018 Milestone Agreement; and

**WHEREAS,** the Gated Community receives property management services provided by InspireMe Consulting, LLC, at the direction of the Bal Harbour Civic Association's Board of Directors, pursuant to the Professional Services Agreement between InspireMe and the Association; and

**WHEREAS,** on November 8, 2024, a Request for Proposal (RFP) No. 2024-05 was issued for the benefit of the Bal Harbour Civic Association for Security Services that led to the selection of Officers Reserve North America (ORNA) as the next security services company effective June 2025; and

**WHEREAS,** InspireMe and the Bal Harbour Civic Association ("BHCA") found it is in its best interest to retain and hire a Kent employee, to continue in a newly expanded role, with the title of Construction Operations Liaison, under the employ of InspireMe; and

**WHEREAS,** this Council has determined that it is in the best interest of the Village

to approve the actions of BHCA and authorize the Village Manager to reimburse the Association in order to satisfy Sec.10 of the Kent Securities agreement, provided such costs are appropriate.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Approving the Association's Decision and Payment.** That the Village Council hereby approves the actions of BHCA and authorizes the Village Manager to make the reimbursement payment of $19,868.11 for the Kent Securities employee to serve as Construction Operations Liaison

**Section 3. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

Kent Security Services, Inc.
14600 Biscayne Boulevard
North Miami, FL 33181
PH: (305) 919-9400
Fax: (305) 919-9590

| INVOICE NO. | 10061916 |
|---|---|
| DATE | 06/12/25 |

**CUSTOMER**

Bal Harbour Civic Association
C/O Bal Harbour Village
655 96th Street
Bal Harbour Village, FL 33154

**SERVICE LOCATION**

Bal Harbour Civic Association
2 Harbour way
Bal Harbour, FL 33154-1363

| TERMS: | CUSTOMER NO. | P.O. NO. |
|---|---|---|
| Upon Receipt | 110016 | |

| Description | Quantity | Unit of Measure | Price | Amount |
|---|---|---|---|---|
| Invoice for Retention of Kent employee Bernardo Quintela<br>1/3 of Annual Gross Pay to Bernardo Quintela 6/11/24-6/10/25 $59,604.33 | 1.00 | each | 19,868.11 | 19,868.11 |

11-29-503105

Thank you for your business.
Our terms are Due Upon Receipt. Please call (305) 919-9400 ext 223
Billing Dept if you have any questions on the invoice.
www.kentservices.com

| | |
|---|---|
| Sub-Total | 19,868.11 |
| Sales Tax | |
| TOTAL | $19,868.11 |

**RECEIVED**
*By Dominique Cave at 7:24 pm, Jul 09, 2025*

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

**ATTENTION:**

Bal Harbour Civic Association
C/O Bal Harbour Village
655 96th Street
Bal Harbour Village, FL 33154

| | |
|---|---|
| Customer No. | 110016 |
| Job No. | 110016 |
| Invoice No. | 10061916 |
| Invoice Date | 06/12/25 |
| Amount Due | $19,868.11 |
| Amount Remitted | |

**PLEASE SEND REMITTANCE TO**

Kent Security Services, Inc.
14600 Biscayne Blvd
North Miami, FL 33181

**BAL HARBOUR VILLAGE**
**AGREEMENT**
**FOR**
**SECURITY SERVICES**

**THIS AGREEMENT,** made and entered into as of the 11 day of February, 2014 by and between BAL HARBOUR VILLAGE, a municipal corporation of the State of Florida, (the "Village"), and KENT SECURITY SERVICES, INC., a Florida corporation, ("Kent").

**WITNESSETH**

**WHEREAS,** on April 21, 2004, the Village and Kent entered into an agreement for the provision of security services within the residential section of Bal Harbour (the "Security Area"); and

**WHEREAS,** the Village desires to enhance security within the Security Area through the purchase, installation and operation of additional electronic monitoring equipment, more fully described in Exhibit "A" to this Agreement (the "Security Equipment"); and

**WHEREAS,** the Village desires to contract with Kent for the continued provision by Kent of the necessary security services for the Security Area as well as the procurement and management of the enhanced Security Equipment; and

**WHEREAS,** Kent is ready, willing and able to provide security services to Village, in accordance with this Agreement.

**NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY VILLAGE AND KENT, AS FOLLOWS:**

(1) **Recitals.** The above stated recitals are hereby adopted and confirmed.

(2) **Security Services.** During the term of this Agreement, Kent agrees to furnish the following security services to Village within the Security Area for the Security Program established pursuant to Village Resolution No. 464, as amended (the "Security Program").

(a) **Security Guard – Guard House.** Kent shall provide and station at the Village guard house located at the entrance of the Security Area (the "Guard House") an unarmed, uniformed security officer, employed by Kent, who has been approved by Village. The security officer shall be a person who has undergone at least an additional forty (40) hours of training beyond the basic State of Florida requirements of security guard training, shall be bilingual (English/Spanish), and shall be proficient in all aspects of advanced security techniques and procedures before being assigned as a security officer for the Security Program. Any security officer assigned by Kent to work under

this Agreement must be certified in first aide, cardio pulmonary resuscitation ("CPR") and safe workplace practices. Such security officers shall be scheduled by Kent so that there is always one (1) security officer on duty at the Guard House at all times, twenty four (24) hours a day, seven (7) days a week, each day of the year. Kent shall schedule security officers in three (3) eight (8) hour shifts each day. Each security officer shall be responsible for controlling access to the Security Area, shall log names and license tags of guests and the name and address of the residents that the guests are visiting. Kent shall continue to own and maintain the existing computerized system utilized by Kent personnel to provide access to the Security Area to residents and visitors (the "Access System") at the Guard House. The Village shall provide internet service to the Guard House and unmanned security gate for the operation of the Access System. Kent shall maintain sole ownership of the Access System, but shall, upon the written request of the Village Manager, transfer ownership of the Access System to the Village. The security officer will provide service, in accordance with post orders, which are approved by the Village's Chief of Police, and shall maintain a high level of visibility to deter crime and implement the Security Program. Each security officer will be equipped with a two-way radio for communication with the 24 hour Kent dispatcher. Uniforms worn by the security officers shall be approved by Village. If the Village Manager, in his sole discretion, is unsatisfied with the performance of a Kent employee assigned to provide service to the Village, Kent shall remove the employee from the Village within seven (7) days of receiving a written request from the Village Manager.

(b) **Supervisor.** Kent shall furnish a supervisor who will visit the Security Area at least one time each day, throughout the year. Supervisor visits shall occur during each of the three eight hour work shifts a minimum of one time per week. Further, a Kent supervisor will attend any briefings and planning sessions conducted by the Village's Chief of Police and shall attend other necessary meetings as requested by the Village Manager or Police Chief. Kent shall not charge Village any fee for services rendered pursuant to this paragraph (b).

(c) **Operation of Access System.** Kent shall manage and operate the Access System, including the distribution and monitoring of all electronic access keys, cards, fobs and/or stickers (collectively, "eGO Passes") as well as the distribution of pedestrian keys. Kent shall verify that all individuals receiving an eGO Passes or pedestrian keys reside or own property within the Security Area. Kent shall operate the Access System in accordance with the Village eGO Pass Directive, attached hereto as Exhibit "B", as may be amended by the Village at its sole discretion from time to time.

(d) **Additional Services.** Upon written request of the Village Manager, Kent shall provide enhanced security in the Security Area beyond the level otherwise provided by this Agreement. This enhanced security, once so requested by the Village Manager, shall include providing additional security guard coverage at the entrance(s) to the Security Area so as to mitigate congestion caused by construction activities; providing for security guard observation of construction sites and construction personnel within the Security Area.

Services provided by Kent pursuant to this paragraph (d) shall be compensated in accordance with Section 4(a) of this Agreement.

(c) **Security Equipment.**

i. Kent shall install and operate the Security Equipment, identified in Exhibit "A" of this Agreement, which shall provide improved functionality and additional capabilities to the Access System. Kent shall own and remain solely responsible for the maintenance and operation of the Security Equipment, but shall upon the written request of the Village Manager, transfer ownership of the Security Equipment to the Village. The Village acknowledges that the total cost for the purchase and installation of the Security Equipment shall be NINE THOUSAND ONE HUNDRED EIGHTEEN DOLLARS ($ 9,118.00) (the "Security Equipment Purchase Price"). The Village agrees to compensate Kent for the Security Equipment by increasing the hourly fee per man hour, as defined in Section (4)(a) of the Agreement, commencing the date that the Security Equipment is placed into service by $1.04 for a period of one year, until the cost of the Security Equipment has been recovered by Kent. In the event that this Agreement is terminated before Kent has fully recovered the cost of the Security Equipment, the Village shall reimburse Kent the pro-rated balance of the Security Equipment Purchase Price as of the effective date of the termination.

ii. Kent shall provide to the Village, an ABDI Residential Web Connect Computer Application ("Web Connect") for the monthly fee of Two Hundred Seventy Five Dollars ($275.00) commencing upon the date that the Web Connect becomes operational. Kent shall provide video analytic monitoring for a monthly fee of Thirty Five Dollars ($35.00) commencing upon the date that the video analytic monitoring becomes operational. The cost of the Web Connect and analytic monitoring, shall be charged to the Village at the pro-rated rate of $0.43 per man hour commencing on the date that the services become operational and shall continuing for the term of this Agreement.

(3) **Term.** The term of this agreement shall be for an initial period of one year which commences retroactively on the 1st day of January, 2014 and terminates on the 31st day of December, 2014. This Agreement shall automatically be renewed for successive, annual renewal terms, upon the same terms and conditions of the initial term unless the Village provides Kent, at least ninety (90) days written notice to the other, prior to the date of expiration of the initial term or renewal term, that the Agreement shall not be renewed. Further, this Agreement may be terminated by the Village, at any time, with or without cause, upon not less than thirty (30) days prior written notice.

(4) **Compensation:**

(a) **Rate.** The Village agrees to pay Kent as compensation for all services satisfactorily provided hereunder the sum of Nineteen Dollars and Seventy Seven Cents

($19.77) per man-hour. The above-stated rate shall be multiplied by 1.5 for the following legal holidays:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day;
July 4th
Memorial Day

(b) **Service Fees.** The Village agrees to pay to Kent a monthly fee in the amount of Two Hundred Seventy Five Dollars ($275.00) for the provision of Web Connect services as well as a monthly fee in the amount of Thirty Five Dollars ($35.00) for video analytic services (collectively the fees shall be referred to as the "Service Fees"). The Village may, at its sole discretion and upon thirty (30) days notice, elect to terminate the Web Connect and analytic services. In the event Village terminates the use of the Web Connect and analytic services, the Village shall not be liable for the payment of the Service Fees, effective on the date that the Web Connect and analytic services cease to be provided.

(c) **Billing.** Kent will remit invoices to the Village twice monthly in accordance with the rates set forth above in paragraph (a). Kent shall include the Service Fees enumerated in paragraph (b) in the second invoice issued to the Village each month. The invoices shall be promptly processed for payment by Village in accordance with Section 218.70, Florida Statutes (the "Prompt Payment Act").

(d) **Performance Bonus.** The Village shall pay to Kent, within thirty (30) days of the execution of this Agreement, a onetime fee of Eight Thousand Seven Hundred and Fifty Dollars ($8,750.00) which Kent shall disseminate among the security officers who will be providing services to the Village under this Agreement as a bonus within thirty days of receipt from the Village. The Village may, at its sole discretion elect to provide to Kent a payment in an amount not to exceed Four Thousand Five Hundred Dollars ($4,500.00) during the initial term of this Agreement and/or during any renewal term as a performance bonus for Kent employees providing exemplary service to the Village under this Agreement (the "Employee Bonus Payment"). Kent shall, upon receipt of the Employee Bonus Payment from the Village, distribute the Employee Bonus Payment to the Kent security officers that have serviced the Village during initial term or renewal term of this Agreement for which the Employee Bonus Payment was made.

(5) **Relationship of the Parties.** Kent shall at all times be deemed to be an independent contractor, and not an agent, employee or officer of Village. All of the security officers provided by Kent for work under this Agreement shall be employees of Kent and shall not be agents, employees or officers of the Village. Accordingly, the payroll taxes, social security benefits, unemployment compensation taxes and other government required reports and filings shall be solely the responsibility and duty of Kent and not the Village.

(6) **Insurance; Indemnification.** During the term of this Agreement, Kent shall maintain an insurance policy in an amount not less than One Million Dollars, combined single limit coverage, with a Five Million Dollar aggregate, for comprehensive general liability with coverage for death, bodily injury, property damage, including coverage for personal injury, false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, and violation of the right of privacy. Said liability insurance shall insure the operations or activities of Kent, all Kent employees, and all security officers assigned pursuant to this Agreement. Additionally, during the term of this Agreement, Kent will carry worker's compensation insurance as required by Chapter 440, Florida Statutes. Village shall be named as an additional insured on Kent's liability insurance policy in connection with services provided under this Agreement, and shall receive proof of Kent's maintenance of all insurance required hereunder throughout the term of this Agreement. A Certificate of Insurance shall be furnished by Kent to Village and shall provide that Village shall receive at least thirty (30) days prior written notice before any cancellation or impairment of the coverages required hereunder. The parties recognize that Kent is not an insurer of the Security Area.

Kent will endeavor to use due diligence in the performance of its services under this Agreement, but Kent is not responsible for events which are unpreventable by the reasonable and prudent efforts of the manpower contracted for by Village to serve the Village's Security Area. In the event that a claim is made against Kent by any person or entity, the Village understands that it shall not be entitled to retain or offset any compensation payable to Kent under this Agreement as an offset to any such claim. Instead, such claim shall be submitted to Kent or to Kent's insurer for processing.

Kent shall indemnify and hold harmless the Village, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Kent and persons employed or utilized by Kent in the performance of this Agreement.

(7) **Assignment.** This Agreement shall not be assignable by the Village or by Kent.

(8) **Licenses.** Kent warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

(9) **Prohibition Against Contingent Fees.** Kent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Kent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Kent, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(10) **Retention of Kent Employees.** The Village recognizes that Kent invests financial resources in hiring and training its employees as security officers and that Kent's business is dependent upon the retention of such trained and skilled employees. Accordingly, if Village directly or indirectly hires, retains, employs and/or permits Kent's employees who serve as security officers in the Guard House to work for the Village in the provision of security services for the Security Area within 180 days after the date of expiration and/or termination of this Agreement, for whatever cause, Village agrees to pay Kent a sum equal to one-third (1/3) of the salary earned by the hired employee during the year preceding the Village's retention of the employee for each such employee taken from Kent to serve the Security Area. This provision expressly applies if Village hires, retains and/or employees Kent security officer personnel directly or indirectly through another security company or contractor.

(11) **Notices.** All notices and communications to the Village or Kent, other than routine operational communications, shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail return receipt requested or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE: Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, Florida 33154

COPY TO: Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
200 East Broward Blvd. Suite 1900
Ft. Lauderdale, Florida 33312

KENT: Kent Security Services, Inc.
14600 Biscayne Boulevard
North Miami Beach, Florida 33181

or to such other address as may be designated by written notice given by either party to the other.

(12) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in the state court system in Miami-Dade County, Florida. The parties hereby knowingly and voluntarily waive any right to trial by jury on any claim or dispute between the parties which arises hereunder.

(13) **Severability.** In the event that a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

(14) **Entire Agreement.** The parties hereby agree that this is the entire Agreement between the parties concerning the provision of security services. This Agreement cannot be amended or modified without the express written consent of the parties. This Agreement shall supersede all prior agreements between the parties. The Village Manager is authorized to act for Village hereunder.

**IN WITNESS WHEREOF,** the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

KENT:

By: _____
President
Kent Security Services, Inc.

ATTEST: _____
Corporation Secretary

VILLAGE:

By: _____
Jorge M. Gonzalez
Village Manager

ATTEST: _____
Ellisa L. Horvath, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

_____
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Village Attorney

Reviewed and Approved by Village Attorney Matthew J. Pearl

**EXHIBIT "A"**
**SPECIALIZED EQUIPMENT**

**Mobile Access Control System:**

- IPad, including heavy duty protective casing
- Application software
- Driver License Scanner for Ipad
- Outdoor router

**Analytics:**

- Video Analytic
- Computer and monitor
- T Connectors (3)

**50" Monitor:**

- 50" LCD Monitor
- Wall Mount
- VGA Converter

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY.**

**Issue:**

Should Village Council approve the final millage rate of 2.1439 mills, as recommended by the Village Budget Advisory Committee and the Village Manager?

**The Bal Harbour Experience:**

☒ Beautiful Environment ☒ Safety ☒ Modernized Public Facilities/Infrastructure
☒ Destination & Amenities ☒ Unique & Elegant ☒ Resiliency & Sustainable Community
☒ Other: State Requirement

**Item Summary / Recommendation:**

It is recommended the Village Council Approve and Adopt the final millage rate of 2.1439. The final rate for this upcoming year is comprised of two calculations. The operating rate of $1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. The Processing and Defense fund rate of $0.1785 is proposed again this year to support the Village in meeting legal and consulting expense needs related to the ongoing review of the Bal Harbour Shops' Live Local Act application, as well as other current and expected litigation. The Village continues to be involved in pending and threatened litigation. These claims are not covered by insurance nor are they limited by state statute and without proper funding, are anticipated to have a material adverse effect on the financial position of the Village. This item was presented and approved by Council at the First Budget Hearing on September 9, 2025.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

**Advisory Board Recommendation:**

The Village Budget Advisory Committee voted unanimously to recommend a millage rate (that would include the current millage rate plus the maintenance of BHS Processing and Defense Fund) and the FY 2025-26 Final Operating and Capital Budget as presented.

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | $13,719,800 | Ad Valorem Taxes | 01-00-311000 |
| | $1,246,000 | Ad Valorem Taxes – BHS Processing and Defense Fund | 01-00-311200 |

**Sign off:**

| | Chief Financial Officer | Village Manager |
|---|---|---|
| | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

It is recommended that the Council approve the Final FY 2025-26 Operating and Capital Budget as presented and adopt the final millage rate of 2.1439 mills. The final combined millage rate for this upcoming year is comprised of two calculations. The current fiscal year operating rate of $1.9654 to fund the ongoing operations of the Village plus the maintenance of the current fiscal year Processing and Defense fund at a rate of $0.1785. This item was presented and approved by Council at the First Budget Hearing on September 9, 2025.

## INTRODUCTION

The FY 2025-2026 Final Budget reflects the final millage rate of 2.1439 mills which is comprised of two calculations. Keeping the current service level rate of 1.9654 would generate $13,719,800; as opposed to $12,876,500 for the current year's budgeted revenue to fund the ongoing operations of the Village. The current operating rate of $1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, I am proposing this year, to continue the BHS Processing and Defense Fund with a millage increment of $0.1785 to generate funding for the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is actively being defended. The current service rate accounts for approximately fifty-seven percent of the General Fund's FY 2025-26 Final Operating Revenues. Ad valorem tax or "property tax" is a major source of revenue for local governments in Florida. "Ad valorem" is Latin for "the valu of." Ad valorem taxes comprised the majority of total county revenue as well as total municipal revenues. This makes it by far the largest single source of general revenue for general-purpose governments in Florida.

Despite ongoing economic challenges, Bal Harbour Village continues to demonstrate strong financial performance across all funds, reflecting our disciplined resource allocation, prudent management, and consistently conservative fiscal policies.

As you know, Bal Harbour Village has three (3) primary funds used for Village operations – the General Fund, the Resort Tax Fund, and the Water and Wastewater Utility Fund. The total Final Operating and Capital Budget for all major funds is $47,441,400 this includes $11,728,800 of Capital Improvement Program (CIP) appropriations, minor equipment and reserves; and funding for the Bal Harbour Shops (BHS) Processing and Defense Fund of $1,246,000. In addition, we continue to provide management and operational services to the Gated Community Area, with the Security and Landscape Fund. The final Operating and Capital Budget for this fund is $2,303,000 (to include capital purchases of $520,000; and reserves of $270,000).

Significant investments continue to be made in the various capital improvement projects in our public spaces and infrastructure with a total of $9,035,691 in final capital project-related appropriations. The Village has developed a long-term vision for the future of our community with a multi-year capital improvement program with the appropriation of funding toward several capital projects in the Village. These CIP projects include investment towards the Harbourfront Park – Jetty/Cutwalk, the future Village Hall, and the utility infrastructure (water and sewer) improvement projects underway.

**TAX ROLL, MILLAGE RATE, AD VALOREM REVENUE, AND ROLLED-BACK RATE**

The tax roll certified by the Miami-Dade County Property Appraiser on July 1, 2025, is $7,348,062,198, which is an increase of 6.5% from the same value last year. Keeping the current combined rate of $2.1439 to fund operations and maintain the Processing and Defense fund would generate $14,965,835; as opposed to $14,046,014 for the current year's budgeted revenue. The final combined millage rate for this upcoming year is comprised of two calculations. The current operating rate of $1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, I am proposing this year, to continue the BHS Processing and Defense Fund with a millage increment of $0.1785 to generate funding for the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is actively being defended.

To date, the Village has disbursed approximately $980,700 in legal fees and related costs to review the Bal Harbour Shops Live Local application and defend the Village's position. This expense is only expected to grow significantly as the process progresses. We have engaged in extensive legal, administrative, and professional efforts, and have been engaged in active litigation with the Whitman Family Development group. This process can be long and expensive, especially as it may lead to further complex litigation. These claims and costs are not covered by insurance nor are they limited by state statute and are anticipated to have a material effect on the financial position of the Village. Our actions are

focused on preserving the unique character of Bal Harbour, ensuring compliance with appropriate development standards, and protecting the quality of life for our residents.

The establishment of the BHS Processing and Defense Fund has proven essential in our dealings with the Bal Harbour Shops and with the State Legislature. By creating this dedicated fund, the Village has ensured that decisions regarding this matter are made on their merits, not constrained by available funding. While we recognize that private developers may have greater financial capacity, we are confident that our proactive planning has put us in the strongest possible position to defend the Village's best interests—today and in the years ahead. .

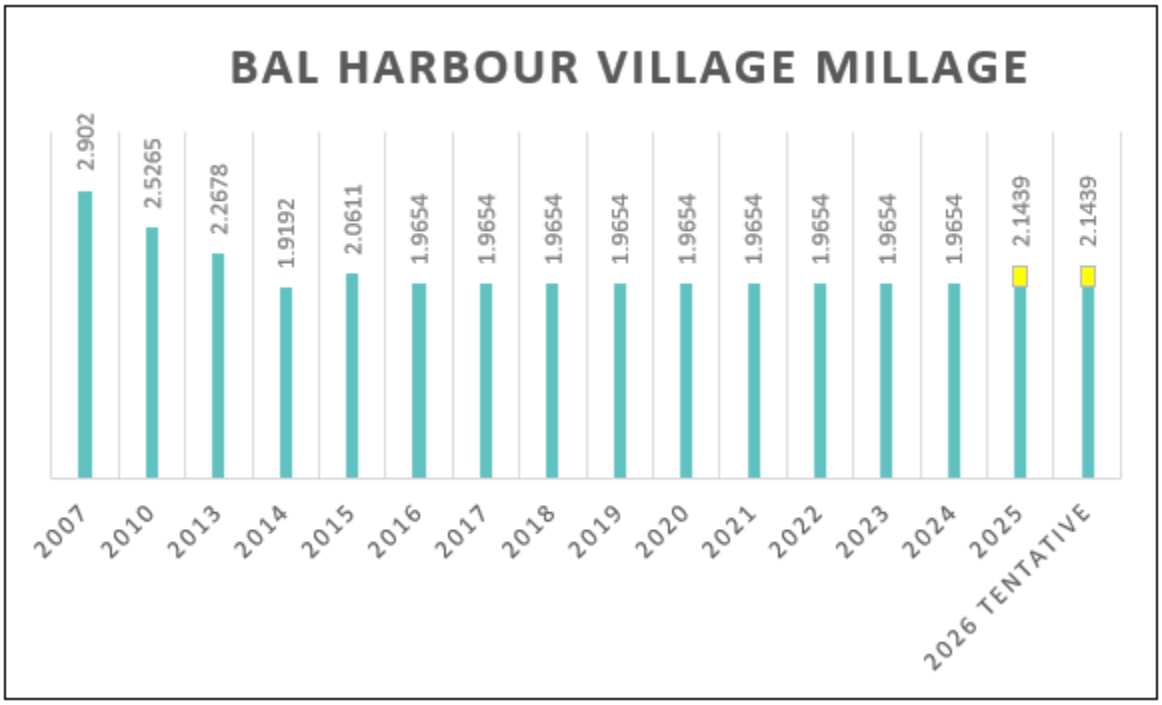
The overall preliminary property tax value increase results from property sales and new construction that occurred during the calendar year 2024. This increase is timely due to increased costs resulting from increased labor and vendor related costs; as well as continuing to invest in our capital projects. This increase, however, is subject to changes that will likely result from appeals to the Value Adjustment Board (VAB) Hearings. To partially offset their fluctuation in values and revenues, the Village includes a Millage Stabilization line item of $200,000 in the budget to help offset the VAB adjustments that occur during the fiscal year.

The current rolled-back rate for FY 2025-2026 would be $1.9933 mills. The rolled-back rate, calculated as required by the Florida State Department of Revenue, will provide the same ad valorem tax revenue during the prior year, exclusive of new construction and improvements. The final combined millage rate of $2.1439 mills (which includes a rate of $0.1785 for funding of a Processing and Defense fund) is higher by $0.1506 than the current year aggregate roll-back rate. The state-required methodology for calculating the rolled-back rate requires the use of the current year's gross roll value.

## FINAL MILLAGE RATE HISTORY & ANALYSIS

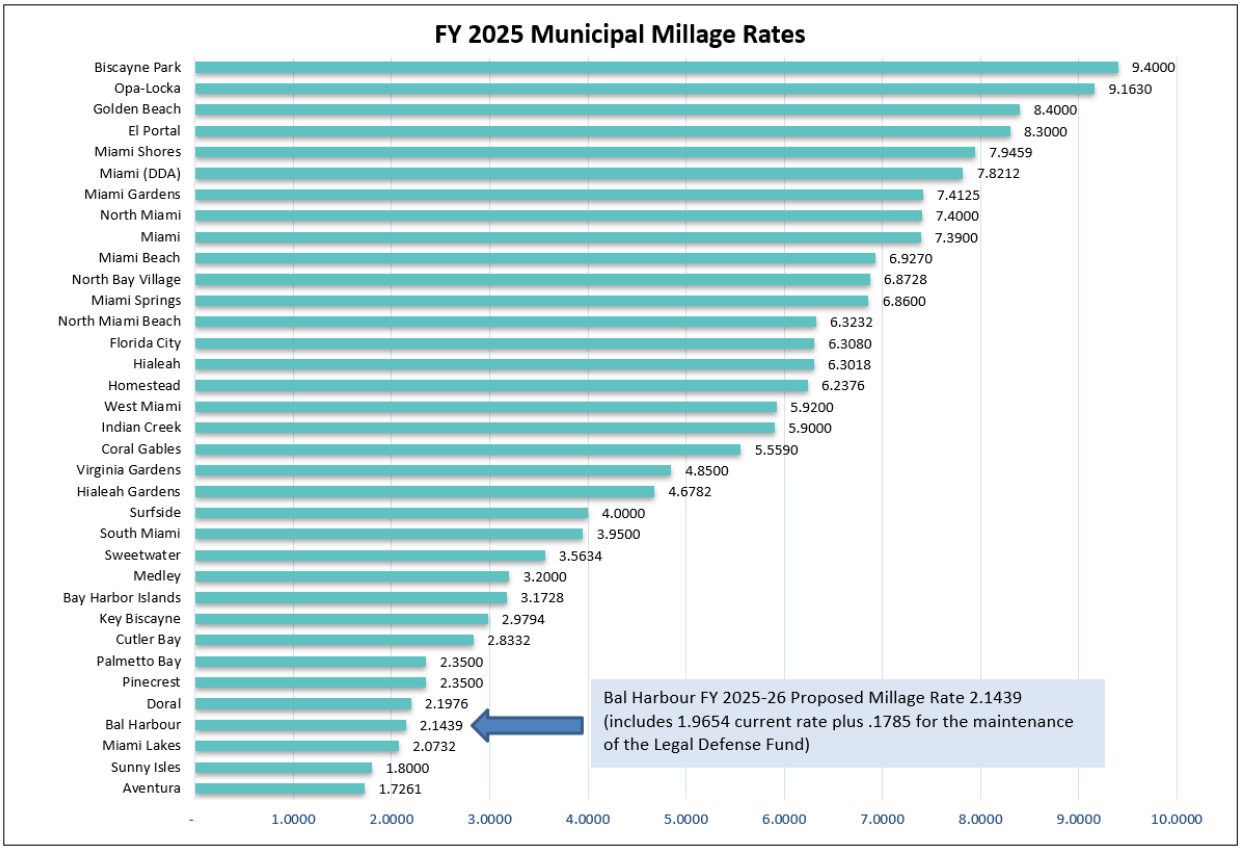
Since FY 2007, the millage rate for the Village has dropped significantly, by over 32% from $2.9020 mills to $1.9654 mills for the current operating millage rate. The final combined millage rate of $2.1439 for FY 2025-2026 represents the current operating millage rate of $1.9654, plus a $0.1785 millage adjustment to maintain the Processing and Defense fund.

Maintaining a historically low millage rate for the last ten fiscal years has allowed the Village to provide stable service delivery and plan for future capital projects through the appropriation of funding on an annual basis. The following chart reflects the millage rates from FY 2008 through FY 2025, and the continuation of the current operating rate of $1.9654, plus a rate of $0.1785 for the Processing and Defense fund for FY 2026:




Currently, the FY 2024-2025 adopted combined millage rate for Bal Harbour Village is the fourth lowest municipal millage rate in Miami-Dade County as compared to other cities. It is the only long-established municipality within the grouping of the lowest nine millage rates for Miami-Dade County cities. In addition, Bal Harbour Village represents the fourth lowest total combined (inclusive of Millage rates charged by overlapping jurisdictions) millage rate in Miami Dade County Cities.

The following chart reflects the FY 2025 adopted millage rates for Miami-Dade County municipalities:




It is recommended that Village Council set a final combined millage rate for Fiscal Year 2025-2026, at $2.1439 mills (represents the current operation millage rate of $1.9654, plus a $0.1785 millage for the maintenance of the Processing and Defense fund ), a rate which is $2.1439 per $1,000 of assessed property value. The final combined millage rate, calculated at 95% for budget purposes, and based upon the July 1, 2025 estimated gross Taxable Value as provided by the Miami-Dade County Property Appraiser is anticipated to yield $14.966 million, for FY 2025-2026.

The recommended FY 2025-2026 final combined millage outlined for your consideration allows the Village to continue to retain a historically low rate, providing for coverage of anticipated inflationary impacts for property insurance, contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, additional pay-as-you-go funds toward future capital projects; as well as the maintenance of the processing and defense fund of $1,246,000. These funds will be used to fund current and future legal and related defense costs.

In developing the Final budget, we looked at available revenues, expected and anticipated increases in expenses (i.e., labor, vendor and pass-thru rates from other agencies), potential enhancements, and opportunities for cost savings or efficiencies.

## *BUDGET ADVISORY COMMITTEE RECOMMENDATION*

The Budget Advisory Committee (BAC) as appointed by Village Council has been meeting to review the budget development process. The BAC began meeting in May 2025 to review the development of the Proposed Budget for FY 2025-26, and to provide recommendations for the Village Council's consideration. The Budget Advisory Committee met throughout the summer and as recently as August 6, 2025, to review current year progress and to provide advisory recommendations on the budget development process. In addition, the Committee also reviewed five of the larger cost centers; Police, Building, Recreation, Arts & Culture; Public Works and Beautification; and Capital Projects; along with the recommended millage rate, and proposed operating and capital budgets. The Committee voted unanimously to recommend the proposed operating budget, water and sewer rates, and the solid waste assessment.

## *THE BAL HARBOUR EXPERIENCE*

This action is aligned with the Village's mission through The Bal Harbour Experience. The Final millage rate determines the ad valorem revenue for the General Fund which funds a myriad of general governmental services. Every element of the Bal Harbour Experience is funded in part through General Fund resources and therefore are supported by this item.

## CONCLUSION

The recommended FY 2025-26 Final millage rate outlined for consideration by the Village Council allows the Village to maintain current service levels (while continuing to provide for funding to mitigate inflationary impacts, anticipated Value Adjustment Board actions, and to advance Village-wide capital improvements) and protect the quality of life of our residents, relative to the property development application submitted by the Whitman Family Development group.

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser ("Property Appraiser") has certified the taxable value within Bal Harbour Village (the "Village") for the year 2025 which includes all real property within the Village; and

**WHEREAS,** on July 15, 2025, the Village Council adopted Resolution No. 2025-1647 providing the tentative millage rate for the fiscal year commencing October 1, 2025, and further scheduled the first public hearing on the millage rate as required by Section 200.065, Florida Statutes, and the first public hearing having been held as scheduled on Tuesday, September 9, 2025 at 6:30 P.M., as described in the Property Appraiser's TRIM mailing and Village website; and the final public hearing having been held as scheduled on Tuesday, September 16, 2025, at 6:30 P.M., as described on the Village's website and TRIM publication; and

**WHEREAS**, the Village Council and the Village Manager have reviewed the Final Fiscal Year 2025-26 Budget for the Village and have considered an estimate of the necessary expenditures contemplated in the Budget and have determined that the tax levy set forth below, along with other available revenue, provides the necessary funds for such expenditures.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Adoption of Final Millage.** The FY 2025-26 Final millage rate for Bal Harbour Village is hereby adopted at a rate of 2.1439 mills, which is 7.56% higher than the rolled-back rate of 1.9933 mills.

**Section 3. Conflicts.** All sections or parts of sections of Village Resolutions that conflict with this Resolution are repealed to the extent of such conflict.

**Section 4. Severability.** The provisions of this Resolution are deemed to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of the Resolution, but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 5. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

| | |
|---|---|
| Mayor | Jeffrey P. Freimark |
| Vice Mayor | Seth E. Salver |
| Councilmember | Alejandro Levy |
| Councilmember | Buzzy Sklar |
| Councilmember | David Wolf |

PASSED AND ADOPTED this 9th day of September, 2025.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2025-26; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Issue:**

Should the Village Council approve the FY 2025-26 Final Operating & Capital Budget as recommended by the Village Budget Advisory Committee and the Village Manager?

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☒ Beautiful Environment | ☒ Safety | ☒ Modernized Public Facilities/Infrastructure |
| ☒ Destination & Amenities | ☒ Unique & Elegant | ☒ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

It is recommended that the Council approve the Final FY 2025-26 Operating and Capital Budget as presented. The Operating and Capital Budget as Final includes a multi-year Capital Plan for the Village, allows the Village to continue to retain a historically low rate, providing for coverage of anticipated inflationary impacts contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, and additional pay-as-you-go funds toward future capital projects; as well as the maintenance of a BHS Processing and Defense Fund of $1,246,000. Below is a breakdown of the allocations proposed for FY 2025-26 for each distinct Fund. This item was presented and approved by Council at the First Budget Hearing on September 9th, 2025.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THE FINAL BUDGET.**

**Advisory Board Recommendation:**

The Village Budget Advisory Committee voted unanimously to recommend the FY 2025-26 Final Operating and Capital Budget as presented.

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | $ 31,261,900 | General Fund | 01-Various |
| | $ 8,085,100 | Resort Tax Fund | 10-Various |
| | $ 8,094,400 | Water & Wastewater Fund | 40-Various |
| | $ 2,303,000 | Security & Landscape Fund | 11-Various |

**Sign off:**

| | Chief Financial Officer | Village Manager |
|---|---|---|
| | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2025-26; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

It is recommended that Council approve the Final FY 2025-26 Operating and Capital Budget as presented and adopt the final millage rate of 2.1439 mills. The final millage rate for this upcoming year is comprised of two calculations. The current service level rate of 1.9654 plus the maintenance of the Bal Harbour Shops (BHS) Processing and Defense Fund with a rate of 0.1785. This item was presented and approved by Council at the First Budget Hearing on September 9th, 2025.

## BACKGROUND

I am pleased to present the Final Operating and Capital Budget for Fiscal Year (FY) 2025-26 for Bal Harbour Village, which commences on October 1, 2025 and ends on September 30, 2026. This document outlines the twelfth budget I have developed since becoming your Village Manager in 2013 and provides information and details about our Village's accomplishments during FY 2024-25 and the plans and expected goals for the upcoming FY 2025-26. Reviewed together with the Village's Annual Comprehensive Financial Report (ACFR), this budget book provides an overview of our financial position in the Village, as well as past accomplishments and future plans for our community.

Bal Harbour Village has three (3) primary funds used to operate our municipal government: (1) General Fund, (2) Resort Tax, and (3) Water and Wastewater Utility Fund (Utility Fund). The total Final Operating and Capital Budget for all major funds is $47,441,400 [this includes $11,728,800 of Capital Improvement Program (CIP) appropriations, minor equipment and reserves; and funding for the Bal Harbour Shops (BHS) Processing and Defense Fund of $1,246,000]. In addition, we continue to provide management and operational services to the Gated Community Area, with the Security and Landscape Fund. For next fiscal year, the final Operating and Capital Budget for this fund is $2,303,000 (to include capital purchases of $520,000; and reserves of $270,000).

Despite ongoing economic challenges, Bal Harbour Village continues to demonstrate strong financial performance across all funds, reflecting our disciplined resource allocation, prudent management, and consistently conservative fiscal policies.

The FY 2025-26 Final Budget includes my recommendation that Village Council re-affirm their action taken at the July 15, 2025 Council meeting to keep the current millage rate to 2.1439 mills which includes the current fiscal year operating rate of 1.9654 to fund the ongoing operations of the Village plus the maintenance of the BHS Processing and Defense Fund at a rate of 0.1785. The Current Service Level Millage is the same rate we have held for almost 11 years and is used to fund all of the Village General Fund services provided. In addition, I am proposing to continue the Bal Harbour Shops Processing and Defense Fund, through the millage increment of $0.1785 to fund the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is actively being defended. This increment is the same amount approved last year during the FY 2024-2025 budget development process.

The final budget for FY 2025-26 allows the Village to continue to retain a historically low rate, providing for coverage of anticipated inflationary impacts for contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, and additional pay-as-you-go funds toward future capital projects; as well as the establishment of a BHS Processing and Defense Fund of $1,246,000.

Significant investments continue to be made in the various capital improvement projects in our public spaces and infrastructure with a total of $9,035,691 in final capital project-related appropriations. The Village has developed a long-term vision for the future of our community with a multi-year capital improvement program with the appropriation of funding toward several capital projects in the Village. These CIP projects include investment towards the Harbourfront Park – Jetty/Cutwalk, the future Village Hall, and the utility infrastructure (water and sewer) improvement projects underway.

Staff has worked diligently to ensure that we continue to operate in a fiscally responsible manner as we deliver the Bal Harbour Experience. The current service level Operating General Fund Budget for Fiscal year 2025-2026 reflects an increase of approximately 5.35%, which is driven primarily by inflationary factors in the costs of services contracted, and wages & benefits for current employees.

At the heart of this year's budget is our continued commitment to the Village's most important resource—our personnel. Following the successful negotiation of a new Collective Bargaining Agreement with the Police Benevolent Association (PBA), the final budget includes funding to support the personnel costs associated with the contract. This investment ensures that our police officers, who safeguard our community each day, are appropriately compensated and supported in their mission to provide excellent service. Additionally, for all Village employees, we are pleased that for FY 2025-2026 we were able

to negotiate with our health insurance providers for a nominal increase of 2.5%, which is well below the market level average increase of approximately 12% that other jurisdictions experienced. By prioritizing our workforce, we reinforce the high standard of public safety and community engagement that residents expect.

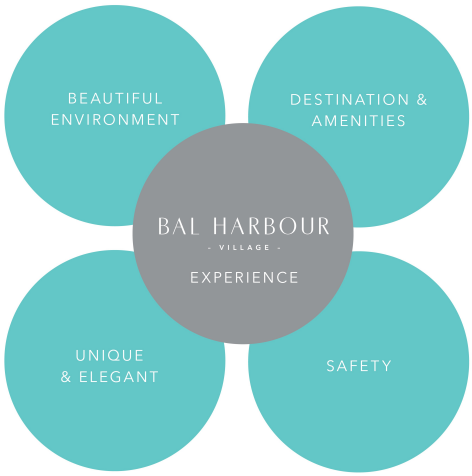
Lastly, this budget funds $909,100 for our various reserves (i.e. fleet, Capital, and IT) and $200,000 in our millage stabilization allocation to help offset any unexpected reductions due to an increase in successful value adjustment board appeals.

In the budget presented herein, we have adopted a notably conservative approach to budgeting, ensuring that our financial planning remains cautious and strategic. We are confident that our final budget prioritizes the preservation of our quality of life and aligns with the pillars of the Bal Harbour Experience.

## BUDGET DEVELOPMENT GOALS

At the Village Council retreat in February 2025, the Council reaffirmed its commitment to our vision first established in 2019. Our vision for Bal Harbour Village is that we will be the safest residential community, with a beautiful environment and unparalleled destinations and amenities, providing uniqueness and elegance to ensure the highest quality of life for our residents, and with an unmatched experience for our visitors from around the world. This vision helps achieve our mission of delivering the Bal Harbour Experience - that distinctive feeling one experiences when living in or visiting our unique, elegant, curated and refined community.

The four elements which denote the essence of the Bal Harbour Experience are reflected as follows:




- **Beautiful Environment** – Fusing casual elegance with tranquil coastal living presented through the lens of secluded beaches, lush landscaping, serene public spaces, well-

detailed sidewalks and rights of way, and jogging paths incorporated into the native environment. These signature amenities reflect the standards the community expects and sets the tone which one recognizes upon arriving in Bal Harbour, and longs to return to once gone.

- **Destination & Amenities** - Elevated experiences and unhurried bliss are the distinctive hallmarks of our Village delivered through exquisite luxury hotels, inspiring culinary selections, and celebrated high-end shopping. A waterfront park, iconic Jetty, and our beautiful beaches add to the lure of our breathtaking setting.
- **Unique & Elegant** – Residents and guests balance sun and sea drenched escapes with our curated events designed for discerning connoisseurs of all ages. Creative public art features, our acclaimed Museum Access Program featuring curated tours, culinary events, movies under the stars, and excursions to limited engagement events set our enclave apart in delivering a tranquil and refined lifestyle.
- **Safety** - Anchored by our focus on a Community Policing model, where our officers are staffed, trained and motivated to provide excellent service and safety to our residents and guests in a pleasant, engaging, and friendly manner. The visible presence of our officers, investment in state-of-the-art technology and incorporation of innovative policing strategies ensure that our community remains safe at all times, as well as a recognized leader and model in public safety.

Together, these elements define what makes our community so unique, distinctive, and such a desirable place to live, work, visit, and play in. Each of the four elements that contribute to the Bal Harbour Experience are primarily supported by a Village Department as follows:

- Beautiful Environment led by the Public Works and Beautification Department and supported by the Capital Improvement Projects.
- Destination & Amenities led by the Tourism Department and supported by the Recreation, Arts & Culture Department.
- Unique & Elegant led by the Recreation, Arts & Culture Department and supported by the Tourism Department.
- Safety led by the Police and Building Departments who each contribute to the promise of safety in our community.

Furthermore, these elements and the Vision for our Village rest on a foundation based on:

- Developing and maintaining well-designed and modernized public facilities and infrastructure;
- Implementing smart policies and strategic solutions to address the challenges of today and to ensure that we remain a resilient and sustainable community able to protect our future; and
- Ensuring that both the perception and reality of safety in our community remains uncompromised.

At our annual Village Council retreats, we have an opportunity to revisit and discuss our priorities to ensure that they remain relevant. During this year's retreat, our review and

prioritization exercise resulted in identifying the following specific initiatives as the priorities for the FY 2025-2026 budget development process.

1. Bal Harbour Shops Negotiations, Litigation, Legislative Advocacy, Administering DA, and Expansion Construction
2. Harbourfront Park/Cutwalk
3. New Village Hall Basis of Design Report and CDs
4. Sustain Traffic Mitigation, Community Policing, Presence and Enforcement
5. Utility Infrastructure Projects (5a, 6a, 6b, 7)
6. "State Preemption of Chapter 80" Ordinance
7. Beach Renourishment Advocacy and Project Coordination
8. Tourism Strategic Plan
9. Assist Gated Community with FPL
10. Planning Study on West Side Collins Avenue

All of these priorities are underway in various stages of progress and the final FY 2025-2026 budget provides funding and support for these priorities.

In developing the final budget for FY 2025-2026, we focused on our key goals, which help ensure that our resources help achieve our vision and mission for Bal Harbour Village, thus further enhancing the Bal Harbour Experience.

The Final Budget is the culmination of an evaluation and assessment process undertaken each year. We carefully evaluate the existing activities, determine where the Village would benefit from additional investment, and ensure that we establish appropriate levels of service and identify efficiencies or enhancements for each operational activity. It remains my goal to provide you with as much information as possible for you to make informed decisions, and to support and expand the Village's vision and mission.

The following is a breakdown of the operating and capital allocations (inclusive of the maintenance of the BHS Processing and Defense Fund of $1,246,000) final for FY 2025-26 for each of the distinct Funds:

| Expenditures Summary by Fund | FY 2026 Proposed Budget |
|---|---|
| General Fund | $ 30,015,900 |
| General Fund - BHS Processing and Defense Fund | 1,246,000 |
| Resort Tax Fund | 8,085,100 |
| Water and Wastewater Fund | 8,094,400 |
| Security & Landscape Assessment Fund | 2,303,000 |
| **Total Expenditures** | **$ 49,744,400** |

The FY 2025-26 Final Operating and Capital Budget builds upon our past accomplishments and continues the current levels of service our residents and visitors have grown accustomed to. The multi-year CIP program continues the investment in modernizing and upgrading the infrastructure and facilities in our community.

## FACTORS AFFECTING FY 2025-26 BUDGET

In developing a budget, we must look at available revenues, expected expenses, potential enhancements, and opportunities for cost savings or efficiencies. The FY 2025-2026 budget development allowed us an opportunity to refocus resource allocation in a strategic manner with a focus toward the Village's future.

The Miami-Dade County Property Appraiser provides municipalities with a certification of Assessment Roll Values for the upcoming fiscal year on July 1 of each year. Pursuant to Florida Statutes (F.S.) 200.065, within thirty-five (35) days of certification of value, each taxing authority shall advise the Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time, and place at which its first public budget hearing will be held to consider the proposed millage rate and final budget.

This requires the setting of the preliminary millage rate and establishing the date and time for the budget hearing at the July Village Council meeting. It should be noted that setting the preliminary millage rate is simply an initial step in our budget process. At the July 15, 2025 Village Council meeting, the Council set the tentative millage rate, the first step to formally adopting a budget, at 2.1439 mills which includes the current fiscal year rate of 1.9654 to fund the ongoing operations of the Village plus the maintenance of the BHS Processing and Defense Fund at a rate of 0.1785. The Public Budget Hearing Dates were set for Tuesday, September 9, 2025 and the second public hearing for Tuesday, September 16, 2025.

### Tax Roll, Millage Rate, and Ad Valorem Revenue

The tax roll certified by the Miami-Dade County Property Appraiser on July 1, 2025, is $7,348,062,198, which is an increase of 6.5% from the same value last year. Keeping the current combined rate of $2.1439 to fund operations and maintain the Processing and Defense fund would generate $14,965,835; as opposed to $14,046,014 for the current year's budgeted revenue. The final combined millage rate for this upcoming year is comprised of two calculations. The current operating rate of $1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, I am proposing again this year, to adjust the current operating rate by $0.1785 to generate incremental funding to adequately fund the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is likely to ensue.

At the final millage rate of 2.1439 mills (which includes a rate of 0.1785 for the maintenance of a BHS Processing and Defense Fund), and calculated at 95% of the adjusted taxable value certified as required per F.S. 200.065(1)(a)1, the ad valorem revenue budgeted is

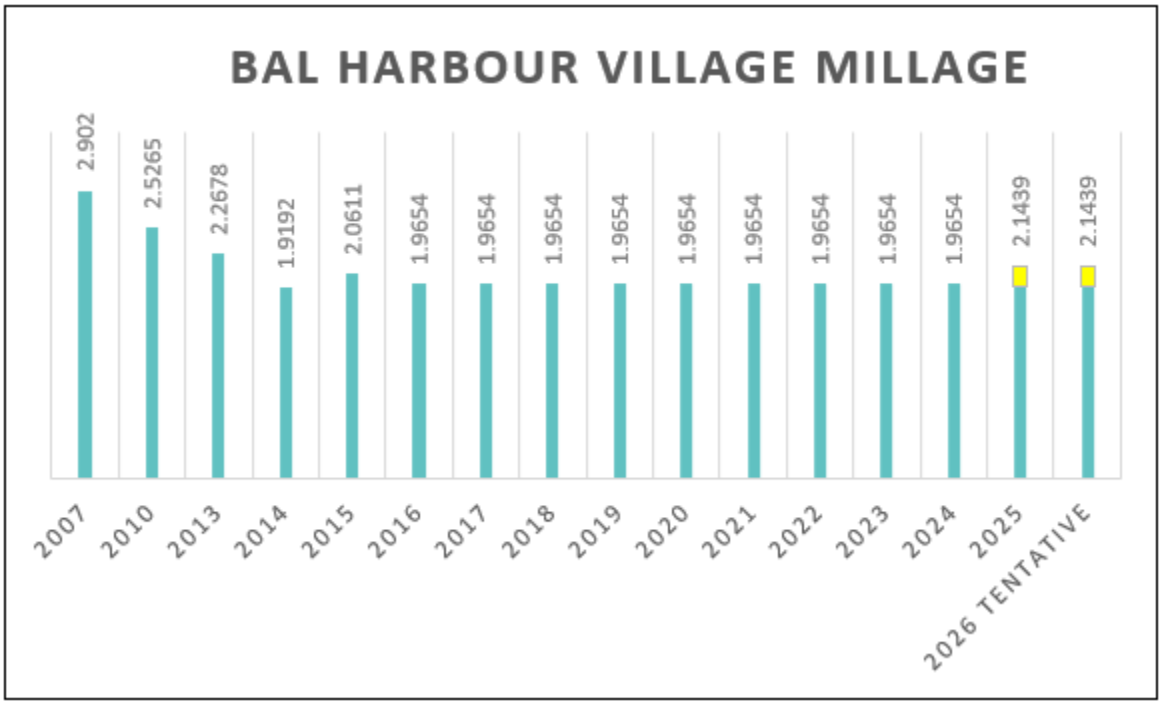
$14,965,900. The overall preliminary property tax value increase results from property sales and new construction that occurred during calendar year 2024. This increase is timely due to increased costs resulting from labor and vendor related costs; as well as continuing to invest in our capital projects. This increase, however, is subject to changes that will likely result from appeals to the Value Adjustment Board (VAB) Hearings. To partially offset their fluctuation in values and revenues, the Village includes a Millage Stabilization line item of $200,000 in the budget to help offset the VAB adjustments that occur during the fiscal year.

The current rolled-back rate for FY 2025-2026 would be $1.9933 mills. The rolled-back rate, calculated as required by the Florida State Department of Revenue, will provide the same ad valorem tax revenue during the prior year, exclusive of new construction and improvements. The final combined millage rate of $2.1439 mills (which includes a rate of $0.1785 for funding of a Processing and Defense fund) is higher by $0.1506 than the current year aggregate roll-back rate. The state-required methodology for calculating the rolled-back rate requires the use of the current year's gross roll value.

FINAL MILLAGE RATE HISTORY & ANALYSIS

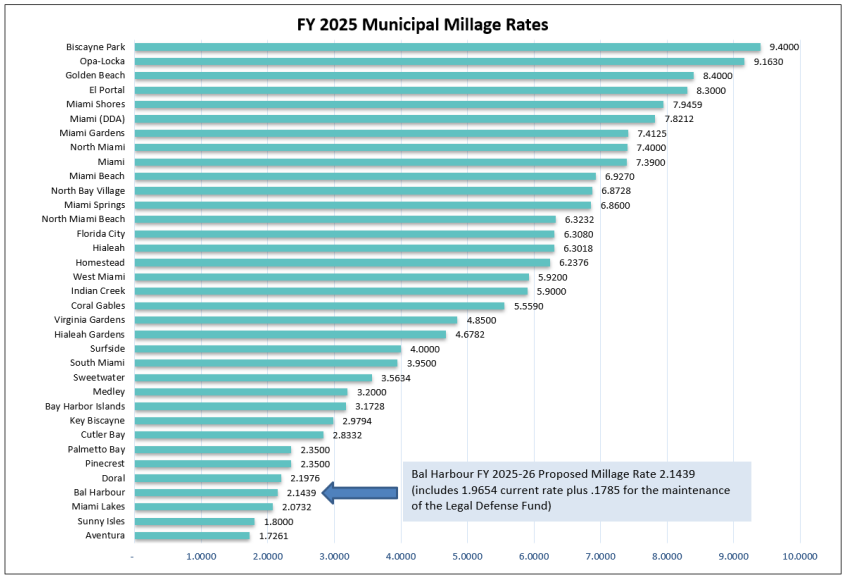
Since FY 2007, the millage rate for the Village has dropped significantly, by over 32% from $2.9020 mills to $1.9654 mills for the current operating millage rate. The final combined millage rate of $2.1439 for FY 2025-2026 represents the current operating millage rate of $1.9654, plus a $0.1785 millage adjustment to maintain the Processing and Defense fund.

Maintaining a historically low millage rate for the last ten fiscal years has allowed the Village to provide stable service delivery and plan for future capital projects through the appropriation of funding on an annual basis. The following chart reflects the millage rates from FY 2008 through FY 2025, and the continuation of the current operating rate of $1.9654, plus a rate of $0.1785 for the Processing and Defense fund for FY 2026:




Currently, the FY 2024-25 adopted combined millage rate for Bal Harbour Village is the fourth municipal millage rate in Miami-Dade County as compared to other cities. It is the only long-established municipality within the grouping of the lowest nine millage rates for Miami-Dade County cities. In addition, Bal Harbour Village represents the fourth lowest total combined (inclusive of Millage rates charged by overlapping jurisdictions) millage rate in Miami-Dade County Cities.

The following chart reflects the FY 2025 adopted millage rates for Miami-Dade County municipalities:



It is recommended that Village Council set a final combined millage rate for Fiscal Year 2025-2026, at $2.1439 mills (represents the current operation millage rate of $1.9654, plus a $0.1785 millage for the maintenance of the Processing and Defense fund), a rate which is $2.1439 per $1,000 of assessed property value. The final combined millage rate, calculated at 95% for budget purposes, and based upon the July 1, 2025 estimated gross Taxable Value as provided by the Miami-Dade County Property Appraiser is anticipated to yield $14.966 million, for FY 2025-2026.

The recommended FY 2025-2026 final combined millage outlined for your consideration allows the Village to continue to retain a historically low rate, providing for coverage of anticipated inflationary impacts for property insurance, contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, additional pay-as-you-go funds toward future capital projects; as well as the maintenance of the processing and defense fund of $1,246,000. These funds will be used to fund current and future legal and related defense costs.

By setting an appropriate millage rate, we establish the primary parameter in the development of the FY 2025-26 Operating Budget. It is important to set a millage rate that allows for the continued advancement of our budget development goals and allocating resources in a strategic manner with an emphasis on results-oriented management practices. The FY 2025-26 Final Operating and Capital Budget does just that, by building on the foundation, we established together in the last several years and further cultivating the Bal Harbour experience.

## GENERAL FUND EXPENSE

In preparing the Final Budget, we carefully evaluated the effects of ongoing economic challenges, including increased costs and supply chain constraints, labor market pressures, and the continued impact of elevated inflation on operating expenses. We also considered opportunities for cost savings and operational efficiencies where possible.

The Final General Fund Operating and Capital Budget incorporates the funding for operating departments and activities within the final FY 2025-26 Budget expenditures of $31,261,900 (includes $6,933,600 in final capital project related appropriations; as well as minor equipment purchases and reserves; and funding for the BHS Processing and Defense Fund of $1,246,000), at the final combined millage rate of 2.1439 mills.

The Final FY 2025-26 Operating and Capital Budget of the General Fund includes an overall cost of living increase and other adjustments for employees as a result of the completion of union negotiations; additional staffing cost to support the finance program; and increase in the pension related employer contributions.

The Final Capital Budget for the General Fund includes the following CIP appropriations, reserves and minor equipment purchases: investment towards the Harbourfront Park - Jetty/Cutwalk project; funding towards the Utility Infrastructure project; the purchase of 2 police (including administrative) vehicles; as well as other minor equipment purchases. In addition, general capital project reserves ($329,100), renewal and replacement reserves for law enforcement fleet ($280,000), as well as public works and beautification fleet ($100,000); IT Machinery & equipment reserves ($50,000); and a capital renewal and replacement reserve for the New Waterfront Park Recreation Program ($150,000).

## CAPITAL IMPROVEMENT PROGRAM

The FY 2025-26 Final Operating and Capital Budget includes capital improvements Village wide, as summarized in the following table.

| | Budget | | | |
|---|---|---|---|---|
| | Previous Years | FY 2026 | Future Years | Total |
| **FUNDING SOURCE** | | | | |
| **General Fund:** | | | | |
| Miami-Dade General Obligation Bond Fund | $ 8,063,000 | $ - | $ - | $ 8,063,000 |
| Developer Contributions - Bal Harbour Shops (PPS) | 3,500,000 | - | - | 3,500,000 |
| Developer Contributions - Bal Harbour Shops (Village Hall) | 21,423,318 | - | - | 21,423,318 |
| Developer Contributions - Bal Harbour Shops (Other) | 2,000,000 | - | 500,000 | 2,500,000 |
| Developer Contributions - Other | 3,100,000 | - | 1,000,000 | 4,100,000 |
| Developer Contributions - Interest Earnings | 1,700,000 | | - | 1,700,000 |
| Suntrust/Truist Rent | 3,087,171 | 744,170 | 3,078,318 | 6,909,659 |
| Grants | 10,103,707 | 3,655,125 | 3,500,000 | 17,258,832 |
| Budget Allocation | 969,340 | - | - | 969,340 |
| Appropriation of Fund Balance/Carryover | 20,316,682 | 532,298 | 8,332,355 | 29,181,335 |
| Village 2011 Bond Escrow Funds | 368,933 | - | - | 368,933 |
| **Total General Fund** | 74,632,151 | 4,931,593 | 16,410,673 | 95,974,417 |
| **Resort Tax Fund:** | | | | |
| Appropriation of Fund Balance/Carryover | 4,250,000 | 1,500,000 | 1,500,000 | 7,250,000 |
| **Total Resort Tax Fund** | 4,250,000 | 1,500,000 | 1,500,000 | 7,250,000 |
| **Utility Fund:** | | | | |
| Miami-Dade General Obligation Bond Funds | 6,500,000 | - | - | 6,500,000 |
| Developer Contributions - Oceana | 950,000 | - | - | 950,000 |
| Budget Allocation | 2,221,800 | - | - | 2,221,800 |
| Appropriation of Fund Balance/Carryover | 4,825,660 | 1,724,180 | - | 6,549,840 |
| Village 2011 Bond Escrow Funds | 3,221,300 | - | - | 3,221,300 |
| Village 2020 Utility Revenue Note | 8,438,108 | - | - | 8,438,108 |
| TBD - (Grants, Debt Issuance, etc.) | - | - | 10,546,200 | 10,546,200 |
| **Total Utility Fund** | 26,156,868 | 1,724,180 | 10,546,200 | 38,427,248 |
| **Security and Landscape Assessment Fund:** | | | | |
| Appropriation of Fund Balance/Carryover | 1,302,000 | - | - | 1,302,000 |
| **Total Security and Landscape Assessment Fund** | 1,302,000 | - | - | 1,302,000 |
| *TBD* | 300,000 | (300,000) | 18,050,000 | 18,050,000 |
| TOTAL FUNDING SOURCE | $ 106,641,019 | $ 7,855,773 | $ 46,506,873 | $ 161,003,665 |
| | | | | |
| **EXPENDITURE BY PROJECT** | | | | |
| Parks and Public Spaces Operations Facility | $ 3,164,704 | $ - | - | $ 3,164,704 |
| Waterfront Park (Phase A) | 22,529,092 | - | - | 22,529,092 |
| Harbour Front Park - Jetty/Cutwalk | 19,614,489 | 6,060,511 | 6,000,000 | 31,675,000 |
| New Village Hall | 6,500,000 | 1,251,000 | 26,749,000 | 34,500,000 |
| Waterfront Park (Phase B) | 50,000 | - | 6,050,000 | 6,100,000 |
| 96th Street Plaza | 200,000 | - | - | 200,000 |
| Collins Avenue Beautification | 50,000 | - | 12,000,000 | 12,050,000 |
| BeachSide Landscape | 50,000 | - | - | 50,000 |
| Utility Infrastructure - Sewer, Water and Stormwater Improvements | 37,186,328 | 1,724,180 | 10,546,200 | 49,456,708 |
| TBD: | | | - | |
| Use of Suntrust/Truist Funds | - | - | 778,161 | 778,161 |
| Use of Shop Funds | - | - | 500,000 | 500,000 |
| TOTAL EXPENDITURE | $ 89,344,613 | $ 9,035,691 | $ 62,623,361 | $ 161,003,665 |

All appropriations and encumbrances related to the CIP are generally re-appropriated into the subsequent year's budget. Grant awards received subsequent to a project's appropriation are used to offset the previously planned use of Fund Balance/Budget Allocations.

The FY 2025-2026 Final CIP Budget includes investment towards the Village Hall, Harbourfront Park - Jetty/Cutwalk project, and the Utility Infrastructure project. Totaling $9,035,691 in new appropriations for capital projects, of which; $3,655,125 will be funded by grants; $744,170 will be funded by rental income from the Suntrust/Truist Building; and $1,724,180 from the Utility Fund in relation to the Utility Infrastructure project. The Village anticipates additional grant awards in the near future that will be applied to any to be determined balances.

## WATER & WASTEWATER UTILITY FUND AND RATES

Water and Wastewater services within the Village are provided as an enterprise operation. For the Village utility operations, water is purchased at a wholesale rate from the Miami-Dade County Water and Sewer Department (Miami-Dade WASD), and the City of Miami Beach (CMB) applies a wholesale rate for wastewater or sewer services which travels through their system for treatment to the Miami-Dade WASD Virginia Key plant. The wholesale water service is paid directly to Miami-Dade WASD, and wholesale sewer services are paid directly to the CMB by the Village, for this reason their rates directly affect the rates the Village charges to our customers.

The Miami-Dade WASD has incorporated a water rate increase in their proposed FY 2026 Budget, and we propose to pass that increase on to our Village customers. The final wholesale water rate change is an increase of 2.81%, or $0.0675 cents for Wholesale Water Rates, from $2.4003/1,000 gallons to $2.4678/1,000 gallons. If this rate increase is passed-through to Village utility customers consistent with the past practice in the last few fiscal years inclusive of a cost-of-living and other increase in the Bal Harbour Village surcharge, it would result in an adjustment from $6.1689/1,000 gallons, to $6.3495/1,000 gallons or a 2.93% rate increase to Village customers, as summarized below:

| Water Service Rates (per 1,000 gallons) | | | |
|---|---|---|---|
| | 2024-25 | 2025-26 | Percent Change |
| Miami Dade - WASD Wholesale | $ 2.4003 | $ 2.4678 | 2.81% |
| Bal Harbour Village | 3.7686 | 3.8817 | 3.00% |
| Total | $ 6.1689 | $ 6.3495 | 2.93% |

The pass-through wholesale water rate increase would result in an annual cost to Village customers (who average 12,000 gallons per month) of approximately $2.17 more per month at the final rate.

The CMB pays Miami-Dade WASD for sewer services, and the Village pays the CMB. For the upcoming fiscal year, Miami-Dade WASD has proposed a 19.05% increase in its sewer rate to $4.5351 per 1,000 gallons consumed. Additionally, the CMB has proposed a substantial 218.75% increase in its sewer surcharge, raising it to $1.1800 per 1,000 gallons to fund its sewer operations and planned sewer capital efforts. The proposed CMB sewer rate increase represents a reduction from the preliminary figures shared earlier in the

budget planning process. Through coordinated efforts, the Village—together with several neighboring municipalities—successfully negotiated with CMB to phase the rate increase over a two-year period rather than implementing it all at once. This outcome is significant for residents because it helps ease the financial impact of the rate increase. By spreading the cost over two years, households and businesses are better able to plan and adjust their budgets, rather than facing a sudden, steep increase in utility expenses. Additionally, the successful negotiation reflects the Village's commitment to advocating for residents' interests and working collaboratively to find solutions that support community affordability and stability.

| Wastewater Service Rates (per 1,000 gallons) | | | |
|---|---|---|---|
| | 2024-25 | 2025-26 | Percent Change |
| City of Miami Beach Wholesale | $ 0.3702 | $ 1.1800 | 218.75% |
| Miami Dade - WASD Wholesale | 3.8094 | 4.5351 | 19.05% |
| Bal Harbour Village | 6.1048 | 6.2880 | 3.00% |
| Total | $ 10.2844 | $ 12.0031 | 16.71% |

The pass-through Wastewater rate increase would result in an annual cost to Village customers (who average 12,000 gallons per month) of approximately $20.62 more per month at the final rate.

In addition, Miami-Dade County requires a Service Fee of $6.00 per each one hundred ($100.00) of the receipts of the utility, this 6.0% is collected by the Village on each bill as Utility Tax and is remitted to the County at the conclusion of each fiscal year; this rate has remained unchanged since FY 2015.

To account for combined rate adjustments from Miami-Dade WASD and CMB, as well as cost-of-living increases, contractual obligations, ongoing infrastructure rehabilitation needs and a prior-year true-up payment owed to CMB, the Final Budget includes an increase to the Village's wastewater service rate—from $10.2844 to $12.0031 per 1,000 gallons consumed. Even with this adjustment, the final rates remain within, and in some cases below, the current rate ranges charged by peer municipalities. Despite the necessary increase, the Village's wastewater service rates continue to be competitively priced when compared with neighboring municipalities. This reflects prudent financial planning and effective negotiation efforts to limit the burden on residents. Maintaining rates within regional norms ensures residents receive essential services at a fair cost, while also supporting the Village's ability to meet rising operational expenses and long-term infrastructure needs.

The FY 2025-26 Final Utility Fund Budget is balanced with the final rate for wholesale water services of $6.3495/1,000 gallons, and a rate for wholesale sewer service of $12.0031/1,000 gallons.

At their August 6, 2025 meeting, the Village's Budget Advisory Committee reviewed the proposed pass-through water wholesale rate, and the wholesale sewer rate and voted to recommend approval of the recommended rates respectively.

The Final FY 2025-26 Operating and Capital Budget for the Utility Fund is $8,094,400 (this includes CIP appropriations of $1,899,200 towards the Utility Master Plan Project and purchases of minor equipment).

**RESORT TAX**

Bal Harbour Village is one of only three Miami-Dade County municipalities, along with the City of Miami Beach and the Town of Surfside, to levy a resort tax, and in doing so takes advantage of the benefits derived from this revenue source. This includes the reinvestment in the promotion of tourism and enhancing tourist-eligible activities throughout the Village as well as efforts related to the beautification and maintenance of the Village in areas visited by tourists.

Bal Harbour Village levies a Resort Tax of four (4) percent of the amount received for the occupancy of a room in any hotel, motel, or apartment house. In addition, it levies two (2) percent on retail sales of all items of food or beverages, alcoholic or otherwise, sold at retail for consumption on the premises, at any place of business within the Village. Both these levies are consistent with Part I, Chapter 212, of Florida Statutes.

The Resort Tax Fund FY 2025-26 Final Operating and Capital Budget is $8,085,100 (the operating budget includes funding for advertising and sponsorship opportunities tied to major upcoming sporting events in South Florida (such as FIFA and others) scheduled for the coming year; includes funding for special events commemorating the 250th Anniversary of the United States, as well as the Village's 80th Anniversary celebration); and funds to enhance the Miami-Dade County seaweed removal program by incorporating targeted Sargassum removal effort. The capital budget includes two (2) police vehicles for Marine Patrol Section of $120,000 of the Police Department; and $1,500,000 capital investment into the Jetty Capital Project). The final budget exemplifies a reinvestment in ourselves through the continued implementation of our Tourism Strategic Plan. Funding and work will continue into FY 2025-26 with emphasis on marketing expansion, partnerships, and international outreach. Additionally, the budget allocates resources to celebrate the Village's 80th Anniversary, commemorate the Nation's 250th Anniversary of Independence, and coordinate special activations promoting Bal Harbour during the FIFA World Cup in Miami.

The final budget also includes the recurring activities of the Tourism Department; as well as Beautification/Greenspace division of the Public Works & Beautification Department, Recreation, Arts & Culture Department, and the Police Department through their public safety support. Through the date of the issuance of this book, Resort Tax collections for FY 2024-25 have been at historically high levels. As a result, the FY 2025-26 Resort Tax Budget is set in line to support and enhance these levels.

## SECURITY AND LANDSCAPE

The Security and Landscape Assessment Fund, is a minor budgeted fund, which accounts for the special assessments received from the property owners residing in the assessment area maintaining the security and common areas.

The FY 2025-26 Final Operating and Capital Budget for the Security and Landscape Assessment Fund is $2,303,000 (to include capital purchases of $520,000; and reserves of $270,000). The gated community has requested that the assessment rate for FY 2026 be set at $6,500.00 for each Single-Family Residential Unit; half that amount, $3,250.00, for each Unimproved Property; and $26,000.00 for each Private Recreational Facility. These rates remain unchanged from the current fiscal year. The requested rates should be sufficient to fully fund the anticipated recurring operations (including a Property Manager program and a new Construction Compliance and Shuttle Program) and will also allow for the consideration of certain capital improvement expenditures (e.g., a street lighting project, reserves for future paving-related repairs and replacements, and the development of a capital improvement program) for the coming year.

## BUDGET ADVISORY COMMITTEE RECOMMENDATION

The Bal Harbour Village Budget Advisory Committee (BAC) was established to assist with the development of the budget and fiscal policy. The BAC began meeting in May 2025 to review the development of the Proposed Budget for FY 2025-26, and to provide recommendations for the Village Council's consideration. The Budget Advisory Committee met throughout the summer and as recently as August 6, 2025, to review current year progress and to provide advisory recommendations on the budget development process. In addition to carefully reviewing at a "line item" level, the Committee also reviewed four of the larger cost centers; Police, Building, Public Works and Beautification; Recreation, Arts & Culture; and Capital Projects; along with the recommended millage rate, and proposed operating and capital budgets. The Committee voted unanimously to recommend the proposed operating budget, water and sewer rates, and the solid waste assessment.

**Attached is the Village Manager's Budget Message and FY 2025-26 Final Operating Budget and Multi-year Capital Plan, this goes into further details on all aspects of the FY 2025-26 Final Budget.**

## *THE BAL HARBOUR EXPERIENCE*

This action is aligned with the Village's mission through The Bal Harbour Experience. The final millage rate determines the ad valorem revenue for the General Fund which funds a myriad of general governmental services. Every element of the Bal Harbour Experience is funded in part through General Fund resources and therefore are supported by this item.

Attachments:

1. Exhibit A - Budget

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2025-26; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Bal Harbour Village (the "Village") is a municipality located in Miami-Dade County, Florida; and

**WHEREAS**, the first public hearing as required by Section 200.065, Florida Statutes, was held on Tuesday, September 9, 2025, and the final public hearing is set for Tuesday, September 16, 2025, at 6:30 P.M., as described on the Village website; and the required public notices; and

**WHEREAS,** the amount of funds available from taxation and other non-ad valorem revenues equals the total appropriations for expenditures and reserves.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Final Budget Adoption.** The Budget for Fiscal Year 2025-26 (the "Budget"), a copy of which is attached hereto as Exhibit "A" is hereby approved and adopted as the Final budget, and may be amended at the second budget hearing.

**Section 3. Capital Improvement Plan.** The Capital Improvement Plan, which is on file in the office of the Village Clerk, and the Capital Improvement Summary which is attached hereto, are hereby adopted and approved as a component of the Final Budget for Fiscal Year 2025-26.

**Section 4. Conflicts.** All sections or parts of sections of Village Resolutions that conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** **Effective Date.** That this Resolution shall be effective upon adoption at the final budget hearing.

The foregoing Resolution was offered by Councilmember _____, who moved its adoption at the final budget hearing. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor | Jeffrey P. Freimark |
| Vice Mayor | Seth E. Salver |
| Councilmember | Alejandro Levy |
| Councilmember | Buzzy Sklar |
| Councilmember | David Wolf |

**APPROVED AS FINAL BUDGET AT SECOND BUDGET HEARING ON SEPTEMBER 16, 2025.**

PASSED AND ADOPTED this 9th day of September, 2025.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

**Resolution Exhibit A: Revenue & Expenditure Authority by Fund**
**Total Revenue & Expenditure**

**Rounded to '00s**

| | | |
|---|---|---|
| **General Fund** | | |
| **Revenue** | $ | 31,261,900 |
| | | |
| **Expenditure** | | |
| Legislative | | 442,200 |
| Administration | | 1,853,100 |
| Finance | | 1,128,100 |
| General Government | | 3,472,100 |
| Law Enforcement | | 9,927,500 |
| Building and Permitting | | 2,517,700 |
| Public Works & Beautification | | 2,599,300 |
| Recreation, Arts & Culture | | 2,007,600 |
| Information Technology | | 430,200 |
| Capital Program | | 6,413,000 |
| Legal Support Services | | 471,100 |
| **General Fund Total** | **$** | **31,261,900** |
| | | |
| **Water & Wastewater Utility Fund** | | |
| **Revenue** | $ | 8,094,400 |
| | | |
| **Expenditure** | | |
| Utility Operations | | 6,195,200 |
| Capital Projects | | 1,899,200 |
| **Water & Wastewater Utility Fund Total** | **$** | **8,094,400** |
| | | |
| **Resort Tax Fund** | | |
| Revenue | $ | 8,085,100 |
| | | |
| Expenditures | | |
| Tourism & Marketing | | 2,200,700 |
| Beautification/Greenspace | | 2,329,700 |
| Law Enforcement | | 672,900 |
| Recreation, Arts & Culture | | 1,381,800 |
| Capital Program | | 1,500,000 |
| **Resort Tax Fund Total** | **$** | **8,085,100** |
| | | |
| **Landscape & Security Assessment Fund** | | |
| **Revenue** | $ | 2,303,000 |
| | | |
| **Expenditures** | | |
| Landscape & Security Assessment Area | | 2,303,000 |
| **Landscape & Security Assessment Fund** | **$** | **2,303,000** |

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF FISCAL YEAR 2024-2025 STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN FUNDS, THROUGH AN AGREEMENT (#25SRP17) WITH THE FDEP, FOR THE HARBOURFRONT PARK SHORELINE RESILIENCE PROJECT, IN THE GRANT-FUNDED AMOUNT OF $8,000,000.**

**Issue:**

Should the Village Council approve acceptance of $8,000,000 in FDEP grant funds for the Harbourfront Park Shoreline Resilience Project and authorize execution of the grant agreement and any necessary amendments, subject to legal review?

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☒ Beautiful Environment | ☒ Safety | ☒ Modernized Public Facilities/Infrastructure |
| ☒ Destination & Amenities | ☒ Unique & Elegant | ☒ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

The Village was awarded $8,000,000 in grant funding from the Florida Department of Environmental Protection (FDEP) through the Fiscal Year 2024-2025 Statewide Flooding and Sea Level Rise Resilience Plan. These funds will support critical shoreline construction and environmental compliance components of the project. The project includes significant structural and environmental improvements, such as seawall construction, environmental surveys and monitoring, permitting support, construction engineering inspection and administration, and the integration of a living shoreline with coral relocation and e-concrete features to ensure long-term shoreline stability and compliance with environmental requirements. It is recommended that the Village Council approve the acceptance of the FDEP grant funds and authorize the Village Manager or designee to execute the grant agreement and any necessary amendments, subject to legal review.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | X | X | X |

**Sign off:**

| Capital Programs Director | Chief Financial Officer | Village Manager |
|---|---|---|
| Matilde E. Reyes, RA | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION APPROVING THE ACCEPTANCE OF FISCAL YEAR 2024-2025 STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN FUNDS, THROUGH AN AGREEMENT (#25SRP17) WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FOR THE HARBOURFRONT PARK SHORELINE RESILIENCE PROJECT, IN THE GRANT-FUNDED AMOUNT OF EIGHT MILLION DOLLARS ($8,000,000).**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

## BACKGROUND

The Harbourfront Park Shoreline Resilience Project is part of Bal Harbour's efforts to strengthen the community against flooding and sea-level rise. The work focuses on the Village's shoreline and will provide long-term protection while also meeting environmental requirements.

In 2023, the Village applied for funding from the Florida Department of Environmental Protection (FDEP) under the Fiscal Year 2024-2025 Statewide Flooding and Sea Level Rise Resilience Plan. The project was ranked #8 out of 196 applications, and the Village was awarded $8,000,000 to help advance this project. In October 2024, the Village submitted the required documents to FDEP to move the agreement forward. Following several months of review and clarification of eligible components with FDEP, the agency has now provided the attached agreement (Exhibit "A") for execution for the full grant award amount.

## ANALYSIS

The $8,000,000 grant from FDEP will fund critical shoreline protection and environmental compliance measures for the Harbourfront Park Shoreline Resilience Project. Eligible costs under this grant include, but are not limited to seawall construction, construction engineering inspection (CEI), construction administration, environmental surveys and monitoring, permit revision support, and the design and construction of a living shoreline.

Over the past year, Village staff and consultants have engaged in extensive conversations with FDEP regarding the scope of the project and its alignment with the Statewide Flooding and Sea Level Rise Resilience Plan. While the Village had originally sought to include broader project elements, FDEP determined that only shoreline and environmental components would be eligible for funding. Through multiple rounds of

review and negotiation, the Village worked with FDEP to refine the work plan, focusing the agreement on seawall construction, required permitting support, consultant and contractor services tied to environmental compliance, and the living shoreline.

Because this project involves work in state and federal waters, it is subject to extensive permit requirements from FDEP, the U.S. Army Corps of Engineers (USACE), the Florida Fish and Wildlife Conservation Commission (FWC), and Miami-Dade County's Division of Environmental Resources Management (DERM). The grant provides critical support for consultant and contractor services needed to satisfy these permits, including pre-construction environmental surveys, ongoing monitoring and reporting, coral relocation, specialized licenses, and compliance documentation. Without this funding, those costs would fall directly to the Village.

In the coming months, the Administration will return to Council with separate items for approval to cover these services and costs. These will include agreements for CEI, construction administration, and the environmental monitoring and reporting required by FDEP and the other permitting agencies. Additional approvals will also be needed for the detailed design and implementation of the living shoreline, which is a condition of the grant agreement and a core part of the permitting process.

Construction is anticipated to begin in early 2026, following completion of final design, permitting, and procurement phases. Acceptance of this grant agreement now secures the $8,000,000 in state funding that will allow the Village to meet its permit obligations, remain eligible for reimbursement, and move forward with shoreline protection and living shoreline implementation on schedule.

## ***THE BAL HARBOUR EXPERIENCE***

The Harbourfront Park Shoreline Resilience Project is integral to the Bal Harbour Experience, advancing the Village's goals of resilience, environmental stewardship, and modernized public infrastructure. By strengthening the seawall and integrating a living shoreline with coral relocation and habitat-supporting features, the project will both protect the community and enhance the character of the waterfront. These improvements balance safety with sustainability, creating a shoreline that supports long-term resilience while preserving the Village's unique coastal environment.

## **CONCLUSION**

Based on the importance of the Harbourfront Park Shoreline Resilience Project to the Village's future resilience and the essential role that this FDEP grant plays in funding its shoreline and environmental components, I recommend that the Council authorize the Village Manager or the Manager's designee to execute the grant agreement and any subsequent amendments, subject to the approval of the Village Attorney as to legal sufficiency. Approval will allow the Village to receive and expend the grant funds, carry out the required permitting and compliance measures, and prepare the project for construction in early 2026.

Attachments:

1. Exhibit A – FDEP Grant Agreement 25SRP17

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF FISCAL YEAR 2024-2025 STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN FUNDS, THROUGH AN AGREEMENT (#25SRP17) WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), FOR THE HARBOURFRONT PARK SHORELINE RESILIENCE PROJECT, IN THE GRANT-FUNDED AMOUNT OF EIGHT MILLION DOLLARS ($8,000,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Harbourfront Park Shoreline Resilience Project is a critical component of Bal Harbour Village's resilience strategy, designed to protect the Village's shoreline and upland assets from the impacts of flooding and sea-level rise while promoting environmental sustainability; and

**WHEREAS**, in 2023, the Village applied for grant funding from the Florida Department of Environmental Protection (FDEP) under the Fiscal Year 2024-2025 Statewide Flooding and Sea Level Rise Resilience Plan to support the construction of shoreline protection measures and associated environmental enhancements; and

**WHEREAS,** the Village's project ranked #8 out of 196 eligible projects and was awarded $8,000,000 in grant funding, demonstrating the project's regional and statewide significance; and

**WHEREAS**, the grant award will fund eligible project components, including but not limited to the seawall construction, environmental surveys and monitoring, permit revision support, construction engineering inspection and reporting, construction administration, and the integration of a living shoreline with coral relocation, e-concrete, and other related measures to ensure long-term shoreline stability and ecological compliance; and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to approve the acceptance of the grant funds and execute the agreement with FDEP to secure the funding for this important resilience project.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Approval of Grant Acceptance.** That the Village Council hereby approves the acceptance of $8,000,000 in grant funding from the Florida Department of Environmental Protection (FDEP) through the Fiscal Year 2024-2025 Statewide Flooding and Sea Level Rise Resilience Plan for the Harbourfront Park Shoreline Resilience Project, and authorizes the Village Manager or designee to execute the grant agreement and any necessary amendments, subject to approval by the Village Attorney as to legal sufficiency.

**Section 3. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the grant agreement, including receiving and expending the funds for the purposes of the Harbourfront Park Shoreline Resilience Project, in accordance with the terms and conditions of the grant.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Bal Harbour Village Harbourfront Park Shoreline Resilience
Agreement Number: 25SRP17

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

Grantee Name: Bal Harbour Village
Entity Type: Local Government

Grantee Address: 655 96th Street, Bal Harbour, Florida 33154
FEID: 59-6000271

(Grantee)

3. Agreement Begin Date: 7/1/2024
Date of Expiration: 12/31/2028

4. Project Number: *(If different from Agreement Number)*
Project Location(s): Miami-Dade County, Florida

Project Description: The Project will include the elevation and reinforcement of a seawall landward of the Erosion Control Line as well as the construction of a living shoreline along Harbourfront Park.

5. Total Amount of Funding: $8,000,000.00

| Funding Source? | Award #s or Line-Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☑ State ☐ Federal | FY 24-25 GAA Line Item #1853 | $ 8,000,000.00 |
| ☐ State ☐ Federal | | $ |
| ☐ State ☐ Federal | | $ |
| ☑ Grantee Match | | $ 8,000,000.00 |
| | Total Amount of Funding + Grantee Match, if any: | $ 16,000,000.00 |

6. Department's Grant Manager
Name: Andrea Pelton or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-2186
Email: Andrea.Pelton@FloridaDEP.gov

Grantee's Grant Manager
Name: Kristina Brown or successor
Address: Bal Harbour Village
655 96th Street
Bal Harbour, Florida 33154
Phone: 954-860-2699
Email: prograntt@balharbourfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

| |
|---|
| ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☑ Attachment 2: Special Terms and Conditions |
| ☑ Attachment 3: Grant Work Plan |
| ☑ Attachment 4: Public Records Requirements |
| ☑ Attachment 5: Special Audit Requirements |
| ☑ Attachment 6: Program-Specific Requirements |
| ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S. |
| ☐ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☑ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☑ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808 |

| | |
|---|---|
| ☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification | |
| 8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): | |
| Federal Award Identification Number(s) (FAIN): | |
| Unique Entity Identifier (UEI): | |
| Federal Award Date to Department: | |
| Federal Award Project Description: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

Bal Harbour Village — **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Jorge M. Gonzalez, Village Manager

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** — **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.**

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**
**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**29. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

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

**32. Subcontracting/Subawards.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. 25SRP17**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is Bal Harbour Village Harbourfront Park Shoreline Resilience. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☒ | Contractual/Subaward (Subcontractors/Subrecipients) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $8,000,000.00 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

**11. Subcontracting/Subawards.**

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

**12. State-owned Land.**

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

**13. Office of Policy and Budget Reporting.**

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

**14. Common Carrier.**

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**GRANT WORK PLAN**
**AGREEMENT NO. 25SRP17**

**ATTACHMENT 3**

**PROJECT TITLE:** Bal Harbour Village Harbourfront Park Shoreline Resilience

**PROJECT LOCATION:** The Project is located in Bal Harbour Village within Miami-Dade County, Florida.

**PROJECT DESCRIPTION:**
Bal Harbour Village (Grantee) will conduct the Bal Harbour Village Harbourfront Park Shoreline Resilience Project (Project) to include the elevation and reinforcement of the seawall landward of the Erosion Control Line (ECL) commencing at the Florida Department of Transportation (FDOT) Right of Way (ROW) under the Bakers Haulover Bridge (southside) as well as the construction of a living shoreline with marine habitat enhancements. The Project funded in this DEP grant agreement, 25SRP17, includes a portion of a larger scope of work that will be completed by the Grantee. The Project includes only eligible activities pursuant to Section 380.093, Florida Statutes, and the costs of the eligible Project activities will be determined when the Grantee receives contractor bids. Upon receipt, the Department and Grantee will execute a formal Amendment to the DEP grant agreement to update the Grant Work Plan and total Project costs for the eligible Project activities.

**TASKS AND DELIVERABLES:**

**Task 1: Construction**

**Description:** The Grantee will construct the elevation and reinforcement of the seawall landward of the ECL commencing at the FDOT ROW under the Bakers Haulover Bridge (southside), as well as the creation of a living shoreline with marine habitat enhancements, in accordance with all construction contractors/consultants documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, demolition, construction observation or inspection services, physical and environmental surveys, mitigation projects, and other construction and related activities required by permit. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Deliverables:** The Grantee will provide the following:

- **1.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project. This should include any permits listed in the original project application;
- **1.2:** A copy of the final design and record (as-built) drawings;
- **1.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge or project;
- **1.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **1.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the

performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:

- A summary of project and site inspection(s);
- Meeting minutes to all attended meetings; and
- Field notes.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No. | Task Title | Budget Category | DEP Amount | Match Amount | Total Amount | Task Start Date | Task Due Date |
|---|---|---|---|---|---|---|---|
| 1 | Construction | Contractual Services | $8,000,000 | $8,000,000 | $16,000,000 | 7/1/2024 | 9/30/2028 |
| | | **Total:** | **$8,000,000** | **$8,000,000** | **$16,000,000** | | |

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

## Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

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

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| **Original Agreement** | Florida Department of Environmental Protection | FY 24/25 | 37.098 | Resilient Florida Programs | $8,000,000.00 | 140065 |
| | | | | | | |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $8,000,000.00 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx ]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

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

**ATTACHMENT 6**

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

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

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

**Implementation Grants**

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

**Grants Funded with American Rescue Plan Act (ARPA) Funds**

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work

Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT A**
**PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT C**
**PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**EXHIBIT F**

**DEP AGREEMENT NO. 25SRP17**

# BAL HARBOUR VILLAGE HARBOURFRONT PARK SHORELINE RESILIENCE

**Bal Harbour Village**

**Final Project Report**

Insert Month & Year

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

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

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

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

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM**
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 25SRP17**

## RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

**Owner/Submitter's Name:** _____

**Address:** _____

**City:** _____ **State:** _____ **Zip:** _____

**Phone Number:** **(  )** _____ **Email:** _____

**License and Indemnification**

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

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

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

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

**I have read and understand the terms of this release.**

**Owner signature:** _____ **Date:** _____

**Photo/video/audio/artwork/recording file name(s):** _____

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

**Name of person accepting Work submission** _____

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 25SRP17

Project Title: Bal Harbour Village Harbourfront Park Shoreline Resilience

Grantee: Bal Harbour Village

Subcontractor:

*Note: A separate Exhibit H is required for each of the Grantee's contractor(s).*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

# COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
# (PUR 1808)

## Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Bal Harbour Village is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION APPROVING THE ACCEPTANCE OF STATE APPROPRIATION FUNDS THROUGH A GRANT AGREEMENT (HL300) WITH THE FLORIDA DEPARTMENT OF COMMERCE, FOR THE FIRE ACCESS PATH RESTORATION PROJECT, IN THE GRANT-FUNDED AMOUNT OF SIX HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS ($655,125).**

**Issue:**

Should the Village Council approve the acceptance of state appropriation grant funds in the amount of $655,125 from the FDOC for the Fire Access Path Restoration Project, and authorize the Village Manager or designee to execute Grant Agreement HL300 and any subsequent amendments, subject to legal review?

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☒ Beautiful Environment | ☒ Safety | ☒ Modernized Public Facilities/Infrastructure |
| ☒ Destination & Amenities | ☒ Unique & Elegant | ☒ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

The Fire Access Path Restoration Project is a critical public safety initiative that will reconstruct the emergency vehicle-grade path along Baker's Haulover Inlet, adjacent to the new seawall. The project will restore pavers, upgrade subsurface infrastructure, and provide a durable surface to ensure reliable access for fire rescue and emergency responders while supporting the long-term functionality of the shoreline. Bal Harbour Village was awarded $655,125 in state appropriation funding through the Florida Department of Commerce under Grant Agreement HL300. The Village is required to provide an equal matching contribution, bringing the total project investment to $1,310,250. Acceptance of this grant secures the state funding needed to complete the restoration and maintain critical emergency access infrastructure. It is recommended that the Village Council approve the acceptance of the grant funds and authorize the Village Manager or designee to execute Grant Agreement HL300 and any necessary amendments, subject to legal review.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | X | X | X |

**Sign off:**

| Capital Programs Director | Chief Financial Officer | Village Manager |
|---|---|---|
| Matilde E. Reyes, RA | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF STATE APPROPRIATION FUNDS THROUGH A GRANT AGREEMENT (HL300) WITH THE FLORIDA DEPARTMENT OF COMMERCE, FOR THE FIRE ACCESS PATH RESTORATION PROJECT, IN THE GRANT-FUNDED AMOUNT OF SIX HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS ($655,125); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

## BACKGROUND

The Fire Access Path along Baker's Haulover Inlet provides the sole emergency vehicle route adjacent to the seawall, ensuring that fire rescue and emergency personnel can reach the shoreline when needed. Construction of the new seawall required removal of the existing pavers and cutwalk, leaving the path in need of full restoration to meet fire and emergency access standards.

In the 2025–2026 General Appropriations Act, the Florida Legislature appropriated $655,125 to Bal Harbour Village for the reconstruction of this critical path. The appropriation is administered through the Florida Department of Commerce under Grant Agreement HL300.

This funding will allow the Village to reconstruct the fire access path with a durable, vehicle-grade surface and upgraded subsurface infrastructure, ensuring safe, long-term functionality of the shoreline access route.

## ANALYSIS

The HL300 grant agreement provides $655,125 in cost-reimbursement funding and requires the Village to provide a matching contribution of $655,125 by the end of the agreement period. The agreement is effective July 1, 2025, and extends through June 30, 2027, which establishes the timeframe for completion of construction and submission of all required documentation.

Funding under this agreement is structured on a deliverable basis. The Village may request reimbursement in increments tied to documented progress, supported by invoices, photographs, and Engineer certifications. This ensures accountability and alignment with state standards, while allowing the Village to maintain cash flow throughout the project. FDOC retains the authority to withhold reimbursement if the required documentation is not provided in the prescribed format, or if minimum levels of service are not met.

The scope of work supported by this grant includes reconstruction of the hardscape, installation of pavers, upgrades to subsurface infrastructure, and procurement of related materials and services. These improvements are necessary not only to restore the fire access path but also to ensure that the new seawall and adjacent infrastructure are supported by a stable, durable surface designed for long-term performance.

The restoration of the fire access path is more than a replacement of hardscape. It directly supports public safety by ensuring reliable access for emergency vehicles, protects significant state and local investments made in the new seawall, and enhances the functionality of shoreline infrastructure for decades to come. By leveraging state appropriations through this grant agreement, the Village is able to reduce the burden on local funds while delivering an essential improvement to its emergency access system.

## ***THE BAL HARBOUR EXPERIENCE***

The Fire Access Path Restoration Project advances the Village's commitment to resilience and public safety by restoring critical emergency infrastructure. These improvements safeguard residents and visitors while modernizing essential facilities that support first responders and protect the community's shoreline environment.

## CONCLUSION

Based on the importance of the Fire Access Path Restoration Project and the essential role of this FDOC grant in funding its reconstruction, I recommend that the Council authorize the Village Manager, or the Manager's designee, to execute Grant Agreement HL300 and any subsequent amendments, subject to the approval of the Village Attorney as to legal sufficiency. Approval will allow the Village to receive and expend the grant funds, execute any necessary amendments, provide the required match, and complete restoration of this critical emergency access route.

Attachments:

1. Exhibit A – Draft Grant Agreement HL300

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF STATE APPROPRIATION FUNDS THROUGH A GRANT AGREEMENT (HL300) WITH THE FLORIDA DEPARTMENT OF COMMERCE, FOR THE FIRE ACCESS PATH RESTORATION PROJECT, IN THE GRANT-FUNDED AMOUNT OF SIX HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS ($655,125); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Fire Access Path along Baker's Haulover Inlet is a critical emergency vehicle route that ensures fire rescue and first responders can access the shoreline in the event of an emergency; and

**WHEREAS**, construction of the Harbourfront Park seawall requires the removal of the existing pavers and cutwalk, creating the need to reconstruct the fire access path to meet fire and emergency access standards; and

**WHEREAS,** the 2025–2026 General Appropriations Act, Chapter 2025-198, Laws of Florida, line item 2112A, appropriated Six Hundred Fifty-Five Thousand One Hundred Twenty-Five Dollars ($655,125) to Bal Harbour Village for the Fire Access Path Restoration Project, to be administered through the Florida Department of Commerce; and

**WHEREAS**, Grant Agreement HL300 provides cost-reimbursement funding in the amount of $655,125 for the reconstruction of the fire access path, with an equal matching contribution to be provided by the Village, supporting restoration of a durable, vehicle-grade surface and related infrastructure improvements; and

**WHEREAS**, the Village has received a draft grant agreement from the Florida Department of Commerce for execution; and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to approve the acceptance of the grant funds and execute the agreement with the Florida Department of Commerce in order to complete the Fire Access Path Restoration Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Approval of Grant Acceptance.** The Village Council hereby approves the acceptance of $655,125 in grant funding from the Florida Department of Commerce for the Fire Access Path Restoration Project and authorizes the Village Manager or designee to execute Grant Agreement HL300, including any necessary amendments, subject to the approval of the Village Attorney as to legal sufficiency.

**Section 3. Implementation.** The Village Manager is hereby authorized to take all actions necessary to implement the grant agreement, including receiving and expending the funds and ensuring compliance with the terms and conditions of the agreement, for the purpose of completing the Fire Access Path Restoration Project.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

**GRANT AGREEMENT**
**STATE OF FLORIDA**
**DEPARTMENT OF COMMERCE**

**THIS GRANT AGREEMENT NUMBER HL300** ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and Bal Harbour Village, Florida, a local government ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership
- Attachment 6- Total Compensation Paid to Non-Profit Personnel Using State Funds

**WHEREAS,** Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

## A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2025 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2027 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

## B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to $655,125.00 in consideration for Grantee's performance under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof

(including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

## C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

## D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

## E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

## F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt

and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

**IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

## G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not

receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

## H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

## I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has

a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

## J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

## K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made

payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

## L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

## M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents that subcontractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

## N. PATENTS, COPYRIGHTS, AND ROYALTIES

**1.** All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

**2.** If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

**3.** Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

**4.** Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

## O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

## P. NONEXPENDABLE PROPERTY

**1.** For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S. (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

**2.** All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number,

description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

**3.** At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

**4.** Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

**5.** Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

**6.** A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

**7.** Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

## Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

## R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

## S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

## T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

## U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

**1.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

**2.** In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

## V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

## W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

## X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

## Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

## Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

## AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's

sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

## BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

**Grantee's Payee**: **Grantee's Agreement Manager**:

| | |
|---|---|
| Bal Harbour Village | Matilde Reyes |
| 655 96th Street | 655 96th Street |
| Bal Harbour, FL 33154-2428 | Bal Harbour, FL 33154-2428 |
| (305) 866-4633 | (305) 866-4633 |
| | mreyes@balharbourfl.gov |

**Commerce's Agreement Manager**:

| |
|---|
| Beth Frost |
| 107 East Madison Street |
| Tallahassee, FL 32399 |
| (850) 245-7474 |
| beth.frost@commerce.fl.gov |

## CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

## DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

Prior to execution of this Agreement, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

## EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

## FF. HUMAN TRAFFICKING

If applicable and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

***[Remainder of page left intentionally blank; Attachments to follow after signature page]***

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

| **FLORIDA DEPARTMENT OF COMMERCE** | **BAL HARBOUR VILLAGE, FLORIDA** |
|---|---|
| **By** | **By** |
| Signature | Signature |
| **Title** | **Title** |
| **Date** | **Date** |

**Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.**

**OFFICE OF GENERAL COUNSEL**
**FLORIDA DEPARTMENT OF COMMERCE**

**By:** _____

**Approved Date:** _____

**ATTACHMENT 1**
**SCOPE OF WORK**

**A. PROJECT DESCRIPTION:** The 2025-2026 General Appropriations Act, Chapter 2025-198, Laws of Florida, line item 2112A, appropriated Six Hundred Fifty-Five Thousand One Hundred Twenty-Five Dollars and Zero Cents ($655,125.00) to Bal Harbour Village for reconstruction of the fire access path adjacent to the new seawall along Bakers Haulover Inlet. Improvements will provide a durable, vehicle-grade surface for emergency responders while enhancing the overall functionality and longevity of this essential access route.

B. **GRANTEE RESPONSIBILITIES**:

1. Reconstruction of the hardscape, subsurface infrastructure and related components of the access path. Funding will support costs associated with subcontracted services, procurement of materials and equipment for hardscape reconstruction, installation of pavers, and upgrades to subsurface infrastructure.

2. Provide a minimum of $655,125.00 in match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee's claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

C. **COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

D. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

| Deliverable Number | Tasks | Minimum Level of Service | Financial Consequences | Amount |
|---|---|---|---|---|
| **1** | Complete reconstruction of fire access path in accordance with Section B.1 of this Scope of Work. | Grantee may request reimbursement upon completion of construction in accordance with Section B.1 of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, and shall submit the following as evidence of completion of construction, or a portion of construction.<br><br>1. AIA forms G702 and G703, or their | Failure to meet the Minimum Level of Service shall result in non-payment. | $655,125.00 |

| | | | | |
|---|---|---|---|---|
| | | substantive equivalents, certifying that the project, or a quantifiable portion of the project is complete;<br>2. Photographs of the project in progress and at completion; and<br>3. Invoice package in accordance with Section F of this Scope of Work. | | |
| **TOTAL AMOUNT NOT TO EXCEED: $655,125.00** | | | | |

## E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

   All compensation reports must:
   - Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.
   - Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
   - Provide a detailed percentage breakout between State and Federal funding sources.

   Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal

date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

**F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

**1.** Grantee shall provide one (1) invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

**2.** Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during the Agreement period;

**b.** Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

**c.** A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

**d.** Before and after photographs of the completed work;

**e.** A copy of all supporting documentation for vendor payments;

**f.** A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);

**g.** A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts, etc.).

**3**. Commerce may require any other information from Grantee that Commerce deems necessary to verify that the services have been rendered under the Agreement.

**4.** All documentation necessary to support payment requests must be submitted with Grantee's invoice

for Commerce's review.

5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's SERA. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
   a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**G. RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2025, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide with each quarterly report updates on the positive return on investment to the State that results from the Grantee's project and its use of monies provided under this Agreement.

**H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

***- End of Attachment 1 (Scope of Work) -***

**Attachment 2**
**AUDIT REQUIREMENTS**

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**.

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED**. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit

complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

**3.** If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS**.

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**N/A**

**PART IV: REPORT SUBMISSION**.

**1.** Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

**2.** Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

**a.** Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

**b.** The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

**3.** Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

| | | |
|---|---|---|
| Electronic copies (preferred):<br>Audit@commerce.fl.gov | or | Paper (hard copy):<br>Department of Commerce<br>MSC # 75, Caldwell Building<br>107 East Madison Street<br>Tallahassee, FL 32399-4126 |

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

***- Remainder of Page Intentionally Left Blank –***

**EXHIBIT 1 to Attachment 2**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project **- FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and Community Development/ $655,125.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*1.* ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

*NOTE: List applicable compliance requirements*

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

***- Remainder of Page Intentionally Left Blank –***

**Attachment 3**

**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is Yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

**If Yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is Yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

**If Yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart f, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

| | |
|---|---|
| _____ | _____ |
| Signature of Authorized Representative | Date |
| _____ | _____ |
| Printed Name of Authorized Representative | Title of Authorized Representative |

# ATTACHMENT 4 - DEPARTMENT OF COMMERCE

Office of Procurement

## CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

**(Company Name, Street Address, City & Zip Code)**

**Commerce Contract Number:**

**Commerce Project Name:**

**Contract Amount**
$0.00

**MBE Participation Amount:** **MBE Percentage**
$0.00

**DV Participation Amount:** **DV Percentage**
$0.00

**Contract Vendor Invoice #** 0 **Date (mm dd, yyyy**

## MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

| ** Minority Business Enterprise | Description | ** MBE Status | State Certified MBE (Yes or No) | MBE Contract $ Amount | $ Amount this Invoice | Total Paid | Balance Due | Project Type (Commodities or Contractual Services) |
|---|---|---|---|---|---|---|---|---|
| | | | | $ - | $ - | $ - | $ - | |
| | | | | $ - | $ - | $ - | $ - | |
| | | | | $ - | $ - | $ - | $ - | |
| | | | | $ - | $ - | $ - | $ - | |
| | | | TOTALS | $ - | $ - | $ - | $ - | |
| | | | | | | | $ - | |

** **Certified MBE:** **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - American Women

** **Non-Certified MBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - American Women

## FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

| * Florida Veteran Business Enterprise | Description | * V Status | State Certified V Business (Yes or No) | V Contract $ Amount | $ Amount this Invoice | Total Paid | Balance Due | Project Type (Commodities or Contractual Services) |
|---|---|---|---|---|---|---|---|---|
| | | | | $ - | $ - | $ - | $ - | |
| | | | | $ - | $ - | $ - | $ - | |
| | | | | $ - | $ - | $ - | $ - | |
| | | | | $ - | $ - | $ - | $ - | |
| | | | TOTALS | $ - | $ - | $ - | $ - | |
| | | | | | | | $ - | |

* **Certified V:** **W** - Veteran Business * **Non-Certified V:** **Y** - Veteran Business

**INCLUDE THIS FORM WITH YOUR INVOICE**

**Attachment 5**
**Total Compensation for Executive Leadership**
(Executive Order 20-44)

Entity Name:_____
Fiscal Year End (Month-Year):_ _____

| | |
|---|---|
| Total Revenue | |
| Total Revenue from State Awards | |
| Total Revenue from Federal Awards | |
| Total Revenue from Other Sources | |
| Percentage of Total Revenue from State Awards | |
| Percentage of Total Revenue from Federal Awards | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Employee Name | | | | | | |
| Title | | | | | | |
| Salary | | | | | | |
| Bonuses | | | | | | |
| Cashed-In Leave | | | | | | |
| Cash Equivalents | | | | | | |
| Cash Equivalents Description | | | | | | |
| Severance Pay | | | | | | |
| Retirement Benefits | | | | | | |
| Employer-Paid Insurance Benefits | | | | | | |
| Deferred Compensation | | | | | | |
| Real Property Gifts | | | | | | |
| Real Property Gifts Description | | | | | | |
| Other Payouts | | | | | | |
| Other Payouts Description | | | | | | |
| Total Compensation | | | | | | |
| Accrued Leave and Holiday Benefits | | | | | | |
| Percentage of Total Compensation from Federal or State Funds | | | | | | |

**Definitions**:
**Executive Leadership**: Anyone who is included by name or title on the form 990, part VII, or Schedule J.
**Cash Equivalents**: Gift cards, vouchers, tickets, or other items of monetary value.
**Other Payouts**: Cell phone allowances, tuition, gym memberships, car allowances, etc.
**Employer-Paid Insurance Benefits**: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).
**Accrued Leave and Holiday Benefits**: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

# ATTACHMENT 6

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **Agency Agreement/Contract #** | |
| **Total Contract Amount** | |
| **Contract Term:** | |
| **Invoice Number** | |
| **Invoice Period** | |

| **Line Item Budget Category** | **Total Amount Allocated** | **Total Amount Paid** | **Amount Paid from State Funds** |
|---|---|---|---|
| Salaries | | | |
| Fringe Benefits | | | |
| Bonuses | | | |
| Accrued Paid Time Off | | | |
| Severance Payments | | | |
| Retirement Contributions | | | |
| In-Kind Payments | | | |
| Incentive Payments | | | |
| | | | |
| **Reimbursements/Allowances** | | | |
| Moving Expenses | | | |
| Transportation Costs | | | |
| Telephone Services | | | |
| Medical Services Costs | | | |
| Housing Costs | | | |
| Meals | | | |
| | | | |
| **Amount Paid to Date** | | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | |
| Signature: | |
| Title: | |
| Date: | |

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS ($70,000) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)- YEAR TWO, FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM**

**Issue:**

Shall the Village accept the year two grant award in the amount of $70,000 from FDOT for the Freebee on-demand transit program?

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☒ Beautiful Environment | ☐ Safety | ☒ Modernized Public Facilities/Infrastructure |
| ☐ Destination & Amenities | ☐ Unique & Elegant | ☒ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

In 2023, the Village submitted a grant application to the Florida Department of Transportation (FDOT), seeking funding support for the Freebee on-demand public transit service. The Freebee service, which has been operational since 2022, provides an eco-friendly, convenient transportation option for residents and visitors, enhancing accessibility within the Village. In October 2023, FDOT awarded the Village a $70,000 grant to cover 50% of the annual costs associated with operating the Freebee service, with the remaining $70,000 to be matched by Citizens Independent Transportation Trust (CITT) funds.

Recently, in July 2025, the Village received notification from FDOT of an additional $70,000 with an additional $70,000 required match for year two request of a three-year grant cycle. This funding is crucial for maintaining and potentially expanding the Freebee service to meet growing demand without diverting resources from other important projects. Approval of this Resolution will authorize the Village Manager to accept the year two grant award, securing the necessary funding to continue providing this vital service to the community and supporting the Village's commitment to sustainability and enhanced public transportation options.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | X | X | X |

**Sign off:**

| Director Title | Chief Financial Officer | Village Manager |
|---|---|---|
| Julio E. Magrisso | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS ($70,000) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)- YEAR TWO , FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE YEAR TWO AWARD FROM FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

## BACKGROUND

In the Summer of 2022, the Village Council approved a pilot agreement with Beefree, LLC d/b/a Freebee ('Freebee") and then subsequently entered into an agreement with Freebee for the provision of on-demand, point to point public transit service. This decision was made following extensive public forums that allowed residents and visitors to provide input on the Village's transportation needs. The agreement was designed to enhance the Village's transportation options by offering a convenient, eco-friendly, and reliable service that meets the community's needs.

Recognizing the financial implications of sustaining this service and impacts to the General Fund, the Village submitted a grant application to the Florida Department of Transportation (FDOT) in the spring of 2023. The purpose of this grant was to secure funding to support the costs associated with continuing the Freebee on-demand transit service.

In October 2023, the Village was notified of the original grant award from FDOT, providing a significant financial contribution towards the program. Recently, in July 2025, the Village received notification from FDOT of an additional $70,000 with an additional $70,000 required match for year two request of a three-year grant cycle.

## ANALYSIS

The Freebee service has proven to be a critical addition to the Village's transportation network, offering a convenient, reliable, and eco-friendly alternative to traditional transit options. The service operates with one Tesla XL vehicle and one ADA-compliant vehicle,

providing on-demand rides within a geofenced area that includes all of Bal Harbour Village and extends to adjacent areas. The success of this initiative has highlighted the need to continue the service to accommodate growing demand.

The success of the program is highlighted by the ridership numbers as reported by Freebee. The completed rides average approximately 800 per month (26 per day). These 800 rides service a monthly average of 1,000 individuals (33 per day), with the vehicle traveling an average of 1,800 miles per month (60 miles per day). The service operates seven (7) days a week, Mon- Thurs 10:00 AM –9:00 PM and Friday- Sunday 11AM- 10:00 PM.

Maintaining such a service comes with high costs. To ensure the sustainability of the Freebee service, the acceptance of this grant to fund year two helps ensure its continued success.

The current grant award for year two would provide $70,000 in funding, covering 50% of the approximate $140,000 annual cost of the Freebee service. The remaining $70,000 will be covered in the form of a Citizens Independent Transportation Trust (CITT) match. FDOT has approved CITT as a viable matching source. The grant from FDOT provides funding support to continue operations of the Freebee Bal Habour service, enabling the Village to provide this no-cost service to the community.

Moreover, the Freebee service aligns with broader goals of reducing the Village's carbon footprint and promoting sustainable transportation alternatives. By offering a free, electric ridesharing service, the Village is providing a vital transportation option for its residents and joins other municipalities in the pursuit of sustainable urban mobility.

## ***THE BAL HARBOUR EXPERIENCE***

The continuation of the Freebee on-demand public transit service directly aligns with the Village's mission to deliver the distinctive *Bal Harbour Experience* by reinforcing the community's commitment to sustainability, elegance, safety and to be stewards of environmental responsibility.

## CONCLUSION

The approval of the grant award for Year two with FDOT for the Freebee on-demand public transit service is a crucial step in continuing the Village's commitment to enhancing public transportation and promoting sustainability.

Attachments:

1. Grant Agreement

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS ($70,000) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)- YEAR TWO , FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THEYEAR TWO AWARD FROM FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** In the Summer of 2022, the Village Council approved a pilot agreement with BeeFree, LLC d/b/a FreeBee ("Freebee") and then subsequently entered into an agreement with Beefree, LLC d/b/a Freebee for the provision of on-demand, point to point public transit service; and

**WHEREAS**, recognizing the financial implications of sustaining this service and impact to the General Fund, the Village submitted a grant application to the Florida Department of Transportation (FDOT) in the spring of 2023; and

**WHEREAS,** In October 2023, the Village was notified of the original grant award from FDOT, providing a significant financial contribution towards the program and recently, in July 2025, the Village received notification and approval from FDOT of an additional $70,000 for year two of a three year grant cycle; and

**WHEREAS**, the year two grant award will support the continued success of the Freebee service, allowing the Village to maintain its commitment to sustainability, community well-being, and innovative public transportation solutions.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Grant Award Accepted**. That the grant award for year two from the Florida Department of Transportation in the amount of $70,000 for the Freebee on- demand public transit service is hereby accepted.

**Section 3. Grant Agreement Approved.** The Village Manager is hereby authorized to accept the year two grant agreement with FDOT for the Freebee on-demand public transit service in the amount of seventy thousand dollars ($70,000).

**Section 4. Expenditure Approved.** The Village is authorized to expend funds necessary to comply with the grant requirements.

**Section 5. Implementation**. The Village Manager is hereby authorized to execute the year two of the FDOT grant agreement and to take all necessary actions to implement the purposes of this Resolution, including the continued operation and potential expansion of the Freebee on-demand public transit service.

**Section 6. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# PUBLIC TRANSPORTATION
# AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03
STRATEGIC DEVELOPMENT
OGC 03/25

| | | | | | |
|---|---|---|---|---|---|
| Financial Project Number(s): (item-segment-phase-sequence) | | Fund(s): | DPTO | FLAIR Category: | 088774 |
| 453987-1-84-01 | | Work Activity Code/Function: | 215 | Object Code: | 751000 |
| 453987-1-84-02 | | Federal Number/Federal Award Identification Number (FAIN) – Transit only: | | Org. Code: | 55062020629 |
| | | | | Vendor Number: | F596000271002 |
| Contract Number: | G3127 | Federal Award Date: | | Amendment No.: | 1 |
| CFDA Number: | N/A | SAM/UEI Number: | G6C1SDPWU686 | | |
| CFDA Title: | N/A | | | | |
| CSFA Number: | 55.012 | | | | |
| CSFA Title: | Public Transit Service Development Program | | | | |

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and Bal Harbour Village, ("Agency"),collectively referred to as the "Parties."

## RECITALS

WHEREAS, the Department and the Agency on 9/24/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add SFY26 second year funding for Transit Service Development program to continue to provide on-demand transit. Contract end date extended to 12/31/2026.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   _ Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   _ Exhibit E: Program Specific Terms and Conditions
   _ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)
   _ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
X *Additional Exhibit(s): E1 & E2

4. **Project Cost.**
The estimated total cost of the Project is X increased/ __ decreased by $140,000 bringing the revised total cost of the project to $280,000.

The Department's participation is X increased/ _ decreased by $70,000. The Department agrees to participate in the Project cost up to the maximum amount of $140,000, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Bal Harbour Village

By: _____
Name: Jorge M. Gonzalez
Title: Village Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title: D6-Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

_____

To: Simon.Huang@dot.state.fl.us

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**G3127**

**7/17/2025**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | G3127 |
| **Contract Type:** | GD - GRANT DISBURSEMENT (GRANT) |
| **Method of Procurement:** | G - GOVERMENTAL AGENCY (287.057,F.S.) |
| **Vendor Name:** | BAL HARBOUR VILLAGE |
| **Vendor ID:** | F596000271002 |
| **Beginning Date of This Agreement:** | 09/24/2024 |
| **Ending Date of This Agreement:** | ~~12/31/2025~~ 12/31/2026 |
| **Contract Total/Budgetary Ceiling:** | ct = $140,000.00 |
| **Description:** | SFY25 - TRANSIT SERVICE DEVELOPEMENT FREEBEE ON-DEMAND TRANSIT |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/17/2025**

| | |
|---|---|
| Action: | Supplemental |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55062020629 |
| Expansion Option: | A1 |
| Object Code: | 751000 |
| Amount: | $70,000.00 |
| Financial Project: | 45398718402 |
| Work Activity (FCT): | 215 |
| CFDA: | |
| Fiscal Year: | 2026 |
| Budget Entity: | 55100100 |
| Category/Category Year: | 088774/26 |
| Amendment ID: | S001 |
| Sequence: | 00 |
| User Assigned ID: | AMEND1 |
| Enc Line (6s)/Status: | 0002/04 |

**Total Amount: $70,000.00**

To: Simon.Huang@dot.state.fl.us

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**G3127**

**7/16/2024**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | G3127 |
| **Contract Type:** | GD - GRANT DISBURSEMENT (GRANT) |
| **Method of Procurement:** | G - GOVERMENTAL AGENCY (287.057,F.S.) |
| **Vendor Name:** | BAL HARBOUR VILLAGE |
| **Vendor ID:** | F596000271002 |
| **Beginning Date of This Agreement:** | 07/15/2024 |
| **Ending Date of This Agreement:** | 12/31/2025 |
| **Contract Total/Budgetary Ceiling:** | ct = $70,000.00 |
| **Description:** | SFY25 - TRANSIT SERVICE DEVELOPEMENT FREEBEE ON-DEMAND TRANSIT |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 7/16/2024**

| | |
|---|---|
| Action: | Original |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55062020629 |
| Expansion Option: | A1 |
| Object Code: | 751000 |
| Amount: | $70,000.00 |
| Financial Project: | 45398718401 |
| Work Activity (FCT): | 215 |
| CFDA: | |
| Fiscal Year: | 2025 |
| Budget Entity: | 55100100 |
| Category/Category Year: | 088774/25 |
| Amendment ID: | O001 |
| Sequence: | 00 |
| User Assigned ID: | |
| Enc Line (6s)/Status: | 0001/04 |

**Total Amount: $70,000.00**

## EXHIBIT B

### Schedule of Financial Assistance
### TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

| Financial Project Number | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/ CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount |
|---|---|---|---|---|---|---|---|
| 453987-1-84-01 | DPTO | 088774 | 2025 | 751000 | 55.012 | Public Transit Service Development Program | $70,000.00 |
| 453987-1-84-02 | DPTO | 088774 | 2025 | 751000 | 55.012 | Public Transit Service Development Program | $70,000.00 |
| | | **Total Financial Assistance** | | | | | $140,000.00 |

**B. Operations Phase - Estimate of Project Costs by Budget Category:**

| Budget Categories *Operations (Transit Only)* * | State | Local | Federal | Total |
|---|---|---|---|---|
| Salaries | $0 | $0 | $0 | $0 |
| Fringe Benefits | $0 | $0 | $0 | $0 |
| Contractual Services | $140,000 | $140,000 | $0 | $280,000 |
| Travel | $0 | $0 | $0 | $0 |
| Other Direct Costs | $0 | $0 | $0 | $0 |
| Indirect Costs | $0 | $0 | $0 | $0 |
| ***Totals*** | ***$140,000*** | ***$140,000*** | ***$0*** | ***$280,000*** |

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

**C. Cost Reimbursement**

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

| | |
|---|---|
| **Scope Code and/or Activity Line Item (ALI) (Transit Only)** | 33.09.01 |
| **Common Name/UZA Name (Transit Only)** | Operating Assistance |

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Huang
Department Grant Manager Name

Signature Date

## EXHIBIT D

## AGENCY RESOLUTION

***PLEASE SEE ATTACHED***

## Exhibit E1

## PROGRAM SPECIFIC TERMS AND CONDITIONS

## (Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

**- End of Exhibit E1 -**

## Exhibit E2

## PROGRAM SPECIFIC TERMS AND CONDITIONS - TRANSIT

## (Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

**- End of Exhibit E2 -**

## EXHIBIT G

## AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation
**State Project Title:** Public Transit Service Development Program
**CSFA Number:** 55.012
***Award Amount:** $140,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE VILLAGE POLICE DEPARTMENT IN THE AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS ($248,685); APPROVING THE PURCHASE OF A UTILITY TERRAIN VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF THIRTY-TWO THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS ($32,189); APPROVING THE LEASE PURCHASE OF TWO VEHICLES AND FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF THIRTY-ONE THOUSAND SEVEN HUNDRED AND SEVENTY-THREE ($31,773) ANNUALLY FOR FIVE YEARS.**

**Issue:**

Should the Council approve the purchase of vehicles and equipment for the Police Department in the amount of $248,685; a utility terrain vehicle for the Building Department in the amount $32,189; and a lease purchase of two vehicles for the Public Works and Beautification Department in the amount $31,773 annually for five years?

**The Bal Harbour Experience:**

☒ Beautiful Environment ☒ Safety ☐ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☐ Unique & Elegant ☒ Resiliency & Sustainable Community

**Item Summary / Recommendation:**

As part of the ongoing evaluation of the Village's Fleet Program for the Police Department, staff has identified the need to replace four (4) vehicles with models capable of high-water navigation and emergency response. Additionally, the Building Department has determined the need to replace an existing golf cart with a utility terrain vehicle (UTV) to better support operational demands. The Public Works and Beautification Department also currently leases two vehicles that are nearing the end of their lease term and has identified two (2) suitable replacement pick-up trucks to be leased that are equipped for high-water navigation and emergency response functions.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | $136,685 | Machinery & Equipment – Law Enforcement – General Fund | 01-21-506400 |
| | $112,000 | Machinery & Equipment – Law Enforcement – Resort Tax Fund | 10-21-506400 |
| | $32,189 | Machinery & Equipment – Building Department – General Fund | 01-24-506400 |
| | $14,997/ $16,776 | Rentals/Leases – Public Works and Beautification – Resort Tax Fund & Utility Fund | 40-36-504400/ 10-53-504400 |

**Sign off:**

| Chief of Police | Chief Financial Officer | Village Manager |
|---|---|---|
| Raleigh M. Flowers, Jr. | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE VILLAGE POLICE DEPARTMENT IN THE AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED AND EIGHTY-FIVE DOLLARS ($248,685); AND APPROVING THE PURCHASE OF A UTILITY TERRAIN VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF THIRTY-TWO THOUSAND ONE HUNDRED AND EIGHTY-NINE DOLLARS ($32,189); AND APPROVING THE LEASE PURCHASE OF TWO VEHICLES FOR PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF THIRTY-ONE THOUSAND SEVEN HUNDRED AND SEVENTY-THREE ($31,773) ANNUALLY FOR FIVE YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

## BACKGROUND

As part of the ongoing process of evaluating the Village's Fleet Program, staff identified the need to replace four (4) Police Administrative Duty Vehicles with high water and emergency response capabilities. The Building Department needs to replace one (1) golf cart with a utility terrain vehicle (UTV). Also, the Public Works and Beautification Department is currently leasing two vehicles that are nearing the end of their lease term and has identified two (2) suitable replacement pick-up trucks to be leased that are equipped for high-water navigation and emergency response functions.

Since 2014, the Police Department has replaced a total of sixteen (16) patrol vehicles. On September 13, 2022, the Village Council approved the purchase of an additional four (4) police patrol vehicles. On June 20, 2023, the Village Council also approved the purchase of an additional vehicle, which became available at reduced pricing. On September 19, 2023, the Village Council approved the purchase of an additional four (4) police patrol vehicles. On September 17, 2024, the Village Council approved the purchase of three (3) Ford Expeditions to increase the ground clearance of the staff vehicles. Additionally, an additional four (4) Police Interceptor Hybrids were ordered as replacements for the patrol

fleet. The Village has received one (1) of the Expeditions and is expected to receive all the remaining vehicles on order by mid-October 2025. The delivery of these vehicles will complete the replacement cycle for all of the Police Patrol Operations. The proposed vehicles will complete the replacement of all police administrative vehicles and complete the full police fleet replacement cycle.

In June 2024, the Village experienced a fifty (50) year flooding event which brought over fifteen (15) inches of rain throughout the area. This event illustrated that our Village fleet was not capable of fully operating in these types of conditions. This clearly demonstrates that a portion of the Village fleet needs to have higher ground clearances to be able to effectively handle future events.

As part of the Fiscal Year 2025-2026 budget cycle and in anticipation of future replacement needs, the Village allocated $280,000 into a Police Department's Fleet Replacement and Reserve Fund. This allocation has been adjusted in order to keep pace with the rising costs associated with vehicle replacement.

## ANALYSIS

An analysis of the benefits of purchasing versus leasing these vehicles and equipment was conducted. In case of the Police Department vehicles, the benefits of purchasing outweigh the costs associated with leasing. The purchases of these vehicles will provide long-term assets to the Village that will be funded through our long-term strategy of funding the Fleet Replacement and Reserve Funds. The Public Works and Beautification Department vehicles will be acquired through a lease purchase option which will allow that fleet reserve to continue to build for future replacements. The respective Village departments will also be auctioning off surplus vehicles once the replacement vehicles are received and put into service.

### Police Department

The Police Department identified three (3) administrative duty vehicles that need to be replaced in the upcoming Fiscal Year. Additionally, there is one (1) administrative duty vehicle, which will be purchased for the budgeted Administrative Sergeant position, which will be filled this year.

The four (4) administrative duty vehicles that will be purchased are comprised of two (2) 2026 Ford Expeditions and two (2) 2026 Ford F-150's. The analysis of the Ford Expedition shows that it provides an additional 2.2 inches of ground clearance for high water events and is well suited for the emergency response needs. This vehicle is currently being utilized by several police and fire departments across the country for such assignments. The vehicle also provides additional space should you need to carry additional personnel in the event our force is not able to utilize their vehicles due to the conditions. The Ford Expedition is equipped with a 3.5-liter Eco-boost engine which provides for increases fuel

efficiency from a traditional engine. The current fuel ratings for this engine are 17 miles mpg in the city and 23 mpg on the highway. This model is not currently available in a hybrid configuration. All emergency equipment will be installed by the dealer and is included in the purchase price. The vehicles will be purchased and should have a useful life of at least eight (8) to ten (10) years. The total cost for each vehicle will be $68,355.

The Ford F-150 will also provide approximately two (2) additional inches of ground clearance over the Ford Explorer. Additionally, the pick-up truck configuration offers more flexibility for the logistical needs associated with this support assignment which will usually include carry supplies for personnel. The Ford F-150 is equipped with a 3.5-liter Eco-boost engine which provides for increased fuel efficiency from a traditional engine. The current fuel ratings for this engine are 17 miles mpg in the city and 23 mpg on the highway. The total cost for each vehicle will be $55,988.

Funding for the planned four (4) administrative duty vehicle purchases has been included in the FY 2026 Proposed budget for the General Fund and Resort Tax Fund, respectively.

Building Department

The Building Department is seeking to purchase a Kawasaki UTV to be utilized for their operations. This UTV will be a pool vehicle which can be utilized by the department's inspectors to assist with their daily activities throughout the Village or in a disaster response. Currently, the inspectors utilize a golf cart and two (2) UTV's for these activities. However, the golf cart is not conducive for inclement weather conditions. The proposed UTV will replace the golf cart. The golf cart will be auctioned off once the UTV is received, if approved. In a natural disaster response situation, Building Department staff are among the first responders used to assess building conditions. The total cost for this UTV is $32,189 and has been included in the FY 2026 Proposed budget for the General Fund.

Public Works and Beautification Department

The Public Works and Beautification Department has two (2) GMC Sierras that will have their leases terminate in December of 2025. In an effort to increase the emergency response capabilities of these vehicles, The Public Works and Beautification Department Director is recommending replacing these leases with a Ford F-150 and a Ford F-250. The Ford F-150 will be equipped with a lift kit that provides an additional three (3) inches of ground clearance for high water events. The Ford F-250 will also be equipped with a three (3) inch lift kit as well as a diesel engine. The diesel engine will provide the additional torque needed to haul debris trailers during emergencies. All emergency equipment will be installed by the dealer and is included in the purchase price. These vehicle leases will be replacing the current leases which conclude in December of 2025. The vehicles will be leased for a sixty (60) month term with a $1 buyout at the end of the lease. The F-150 will have an annual cost of $14,997 per year for five years. The F-250 will have an annual cost

of $16,776 per year for five years. The total annual cost will be $31,773 per year for five years.

Funding for these two (2) leases will be funded from the FY 2026 proposed budget of the Resort Tax Fund and Utility Fund, respectively.

## *Vehicle Pricing*

All pricing for the vehicles and emergency equipment is in accordance with the Bradford County Sheriff's Contract BCSO 22-27-1.0. The vehicles will be purchased through Duval Ford, which is the Primary Contract Awardee under this contract. The Public Works and Beautification Department vehicles will be leased through Bancorp. This provides for pricing which has already been competitively bid with the participating dealers.

## ***THE BAL HARBOUR EXPERIENCE***

The addition of these vehicles is aligned with the Village's stated mission through *the Bal Harbour Experience*. The police vehicles will contribute to the safety of the community by providing officers vehicles to respond to emergencies within the Village. The administrative duty vehicles for the Police Department and Public Works and Beautification Department will also expand our ability to respond to natural disasters involving high water levels along with the UTV in the Building Department.

## CONCLUSION

The approval of this item will also continue to put the Village in better position to respond to high-water events within our community. The police vehicles are replacements and one additional vehicle to the Fleet count to be funded from Fleet Reserve Funds as anticipated. The Building Department UTV is a replacement for an end-of-life golf cart. The vehicles for the Public Works and Beautification Department are also replacements with an increased high water response capability.

Given the need for these vehicles, I recommend approval of this item.

Attachments:

1. Duval Ford Price Quote – 2026 Ford Expedition 4x2 & 2026 Ford F-150-Police
2. Broward Motorsports of Miami Quote – 2025 Kawasaki KWT1000 – Building
3. Bancorp Lease Documents – 2026 Ford F-250 4x4 Crew Cab and 2026 Ford F-150 – Public Works
4. Bradford County Sheriff's Contract – BCSO 22-27-1.0

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE VILLAGE POLICE DEPARTMENT IN THE AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED AND EIGHTY-FIVE DOLLARS ($248,685); APPROVING THE PURCHASE OF A UTILITY TERRAIN VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF THIRTY-TWO THOUSAND ONE HUNDRED AND EIGHTY-NINE DOLLARS ($32,189); APPROVING THE LEASE PURCHASE OF TWO VEHICLES FOR PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF THIRTY-ONE THOUSAND SEVEN HUNDRED AND SEVENTY-THREE ($31,773) ANNUALLY FOR FIVE YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** as part of the ongoing process of evaluating the Village's Fleet Program, staff has identified the need to replace vehicles and other equipment in three departments; and

**WHEREAS,** as part of the ongoing process of evaluating the Village's Fleet Program, staff identified the need to replace (3) Administrative Duty vehicles and add one (1) Administrative Duty vehicle at a total cost of $248,685; and

**WHEREAS,** the Building Department is seeking to purchase a utility terrain vehicle (UTV) to be utilized for its operations as a pool vehicle by the Department's inspectors to assist with their daily activities at a total cost of $32,189; and

**WHEREAS,** the Public Works and Beautification Department is seeking to lease purchase two (2) vehicles as a replacement due to expiring leases. The total cost for the vehicles is $31,773 annually for five years; and

**WHEREAS,** this Council has determined that it is in the best interest in the Village to purchase these vehicles for the Police Department and Building Department as well as a lease purchase of vehicles for the Public Works and Beautification Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2. Purchases Approved.** That the purchase for the Police Department of four (4) administrative duty vehicles and equipment in amount of $248,685, the purchase for the Building Department of one utility terrain vehicle for the amount of $32,189, and the lease purchase for the Public Works and Beautification Department of two vehicles in the amount of $31,773 annually for five years is hereby approved.

**Section 3. Appropriations Approved.** That the appropriation of budgeted funds for the purchase these vehicles for the respective Departments is hereby approved.

**Section 4. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

**Section 5. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

DUVAL | Ford
• Since 1916 •

# Bal Harbour

**Prepared for:**

Bal Harbour
Mauricio Escarra
mescarra@balharbourfl.gov
305-866-4633

**Contract Holder**

Duval Ford
*Jared Davis*
*(Work) 904-381-6595*
jared.davis@duvalmotor.com
*405 Lane Ave N*
*Jacksonville, FL 32254*

**REV: 8/26/2025**

**Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!**

| Labor Hours. $90/ Hr | Parts Quantity | Code | Equipment | OEM Price Level: | BCSO Contract Price | |
|---|---|---|---|---|---|---|
| | | 2026 U1H | **2026 Ford Expedition Active** | $ 59,904.00 | $ **55,865.42** | Section One: VEHICLE |
| | | OEM freight | Factory Destination | $ 2,595.00 | $ **2,637.82** | |
| | | 202A | Active Trimmed, includes-- | $ 2,943.00 | $ **2,991.56** | |
| | | | Active air dam, 4-way manudal head restraints, Flex powered console, front side laminated glass, Ford Split Gate-Open on Approach, 360-degree zone lighting, Second row Captain's chairs, ActiveX Trimmed first and second rows, memory driver seat, 4-door Intelligent Access, ProPower Onboard, USB ports in cargo area, Heated steering wheel, Heavy-duty Trailer Tow, dual power-folding sideview mirrors, rain sensitive wipers, heated front row seats, remote power-folding head restraints in third row | $ - | $ - | |
| | | YZ.UM | (1) Oxford White/ (1) Agate Black exterior | $ - | $ - | |
| | | VE | Ultra Dark Gray interior | $ - | $ - | |
| | | 998.44U | 3.5L Ecoboost/10-spd auto | $ - | $ - | |
| | | X15 | 3.31 Regular axle | $ - | $ - | |
| | | | | | | |
| | | Discount | Government Concession reflected in Base Vehicle Price | | | |
| | | Ceiling Markup | Primary Awardee Ceiling Markup | 1.65% | | |
| | | Discount | Discount off Invoice reflected in Base Vehicle Price | $ (2,527.00) | | |
| | | Ceiling Percentage Markup: LE Metal and Lighting | | 20% | | |
| 12 | 1 | | Soundoff Interior Lightbar Package | $ 2,530.00 | $ **3,036.00** | |
| | | | nFORCE interior front lightbar (Blue/White front) | | $ - | |
| | | | Traffic Controller (Blue/Amber rear) | | | |
| | 1 | ETSA462HPP | nERGY 400 series siren, handheld | | $ - | |
| | 1 | | 100J Series Composite speaker | | $ - | |
| | 2 | | (2) 4" mpower in grille; (2) in rear quarter glass (1 on each side)--BLUE | | $ - | |
| 1 | 1 | | Taillamp flashers (WHITE) | $ 88.00 | $ **105.60** | |
| 2 | 2 | | (2) flush mounts in tag light location for rear visibility when hatch is up (BLUE) | $ 85.00 | $ **204.00** | |
| | | | | | | |
| | | Ceiling Percentage Markup: Accessories | | 29% | | |
| | | | | | | |
| | | | | | | |
| | | Final Delivery | | | | Section 4: FINAL DELIVERY |
| 15 | | Labor | Total Labor Hours for installation of parts | $ 1,350.00 | $ **1,350.00** | |
| | | Freight | Freight on Parts | $ - | $ - | |
| | 352 | 33154 | Destination & Fuel to end user zip code to include freight from out of state location | $ 2.00 | $ **704.00** | |
| | | Tag | Tag declined, agency will handle | $ - | $ - | |
| | | ESP | Extended warranty-PremiumCARE, 5yr/75k mi; $0 deductible | $ 1,460.00 | $ **1,460.00** | |
| | | NOTE | | | | |

**UNIT COST** $ **68,354.40**

**TOTAL QUANTITY** 2 *TOTAL PURCHASE* $ **136,708.80**

DUVAL | Ford
• Since 1916 •

# Bal Harbour

| Prepared for: | | Contract Holder | 9/4/2025 |
|---|---|---|---|
| Bal Harbour<br>Mauricio Escarra<br>mescarra@balharbourfl.gov<br>305-866-4633 | | Duval Ford<br>*Jared Davis*<br>*(Work) 904-381-6595*<br>jared.davis@duvalmotor.com<br>*405 Lane Ave N*<br>*Jacksonville, FL 32254* | |

**Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!**

| Labor Hours. | Parts Quantity | Code | Equipment | OEM Price Level: | BCSO Contract Price | |
|---|---|---|---|---|---|---|
| $90/ Hr | | 2026 W3L | **2026 Ford F-150 Crew Cab XLT, 145" wheelbase** | $ 48,540.00 | $ 41,939.91 | Section One: VEHICLE |
| | | OEM freight | Factory Destination | $ 2,595.00 | $ 2,637.82 | |
| | | YZ | Oxford White exterior | $ - | $ - | |
| | | CS | Medium Dark Slate cloth interior | $ - | $ - | |
| | | 998.44G | 3.5L Ecoboost/10-spd auto | $ 2,020.00 | $ 2,053.33 | |
| | | 300A | Standard Equipment, to incl-- | $ - | $ - | |
| | | | EXTERIOR<br>• Bumper, Front – Chrome with Body-color Fascia<br>• Bumper Rear – Chrome<br>• Electronic Rear-Window Defroster<br>• Door and tailgate handles – Black<br>• Grille – Coast to Coast Black<br>• LED Fog Lamps<br>• Tires<br>— 275/65R18 BSW all-terrain (A/T) (4X4)<br>• Rear Privacy Glass<br>• Wheels<br>— 18" Painted aluminum wheel (4x4)<br>INTERIOR/COMFORT<br>• Carpet – Color-coordinated with Carpeted Floor Mats<br>• Seat, Front<br>— Cloth 40/20/40<br>— 2-Way manual driver/passenger<br>— Manual lumbar (driver)<br>— Armrest<br>• Seat, Rear<br>— Cloth<br>— USB charging ports – two (2)<br>— 60/40 flip-up split seat with elongated cushion (SuperCrew®)<br>— Rear Under-seat Storage<br>• Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking<br>• Visors with Driver and Passenger Covered Mirrors<br>FUNCTIONAL<br>• Zone Lighting | $ - | $ - | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | Discount | Government Concession reflected in Base Vehicle Price | | | |
| | | Ceiling Markup | Primary Awardee Ceiling Markup | 1.65% | | |
| | | Discount | Discount off Invoice reflected in Base Vehicle Price | $ (3,101.00) | | |
| | | Ceiling Percentage Markup: LE Metal and Lighting | | 20% | | |
| 14 | 1 | | Soundoff Interior Lightbar Package | $ 2,530.00 | $ 3,036.00 | |
| | | | nFORCE interior front lightbar (Blue/White front) | | $ - | |
| | | | Traffic Controller (Blue/Amber rear) | | | |
| | | | nERGY 400 series siren, handheld | | $ - | |
| | | | 100J Series Composite speaker | | $ - | |
| | | | (2) 4" mpower in grille; (2) in rear quarter glass (1 on each side)--BLUE | | $ - | |
| 3 | 2 | | (2) 4x2 mpower in no drill third brake light bezel (included in price)--BLUE | $ 265.00 | $ 636.00 | |
| | | | | | | |
| | | Ceiling Percentage Markup: Accessories | | 29% | | |
| 2 | 1 | | Retrax OneMX retractable bed cover for 5.5' bed | $ 1,326.00 | $ 1,710.54 | |
| | | Final Delivery | | | | |
| 19 | | Labor | Total Labor Hours for installation of parts | $ 1,710.00 | $ 1,710.00 | |
| | | Freight | Freight on Parts | $ - | $ - | |
| | 352 | 33154 | Destination & Fuel to end user zip code to include freight from out of state location | $ 2.00 | $ 704.00 | |
| | | Tag | Tag declined, agency will handle | $ - | $ - | |
| | | ESP | Extended warranty-PremiumCARE, 5yr/75k mi; $0 deductible | $ 1,560.00 | $ 1,560.00 | |
| | | NOTE | XLT taillights are LED and can't draw power or drill into, quoted 3rd brake light setup for greater visibility without drilling into chrome bumper; Additional labor added for lights in rear doors (have to remove door panels to install) | | | Section 4: FINAL DELIVERY |
| | | **UNIT COST** | | | $ 55,987.60 | |

| TOTAL QUANTITY | 2 | *TOTAL PURCHASE* | $ 111,975.20 |
|---|---|---|---|

# Broward Motorsports of Miami

6400 W 20th Ave
Hialeah FL 33016
305-557-1311

## Buyer's Order

BAL HARBOUR VILLAGE

Date 09/08/2025
Deal No.
Salesperson HEIDY STALLONE
Lienholder NONE

\+

H W C 305-342-4261 Email HMARTINEZ@BALHARBOURFL.GOV

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

### Unit Information

| New/U | Year | Make | Model | Serial No. | Stock No. | Price (Incl factory options) |
|---|---|---|---|---|---|---|
| New | 2025 | KAWASAKI | KWT1000CSSNN | JKAWTCC17SB501525 | KUS501525 | $27,989.00 |

Options:

ACCESORIOS AND INSTALL $1,700.00 D

Notes:

Trade Information

| | |
|---|---|
| Dealer Unit Price | $27,989.00 |
| Factory Options | $0.00 |
| Added Accessories | $1,700.00 |
| Freight | $989.00 |
| Dealer Prep | $975.00 |
| Battery Fee | $1.50 |
| Tire Fee | $4.00 |
| Title & Reg. Fees | $131.50 |
| **Cash Price** | $31,790.00 |
| Trade Allowance | $0.00 |
| Payoff | $0.00 |
| Net Trade | $0.00 |
| **Net Sale** (Cash Price - Net Trade) | $31,790.00 |
| Sales Tax | $0.00 |
| Title/License/Registration Fees | $0.00 |
| Document or Administration Fees | $399.00 |
| Credit Life Insurance | $0.00 |
| Accident & Disability | $0.00 |
| Total Other Charges | $399.00 |
| **Sub Total** (Net Sale + Other Charges) | $32,189.00 |
| Cash Down Payment | $0.00 |
| **Amount to Pay/Finance** | $32,189.00 |

**Monthly Payment of $0.00 For 0 Months at 0.00% Interest**

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

MIAMI
Broward Motorsports
You Gotta Ride!
305.557.1311
6400 W 20th Ave Hialeah, FL 33016

# Part Quote

Sold To: Counter Sale
Date: 07/30/2025 11:43 AM

| Sold | S/O | Lay | P/U | Part Number | Sup | Description | Ext Price | Bin | Ava |
|---|---|---|---|---|---|---|---|---|---|
| 0 | 1 | 0 | 0 | TSK-1978 | PK | WD TURNSIGNAL KIT SEQUENTIAL RIDGE | $549.00 | | 0 |
| 0 | 1 | 0 | 0 | 99994-1795 | KA | PREMIUM SIDE MIRRORS | $215.95 | | 0 |

| | |
|---|---|
| Subtotal | $764.95 |
| Sales Tax | $53.55 |
| Quote Total | $818.50 |

| Category | Detail | Percent | Amount |
|---|---|---|---|
| SALES TAX 1% | STATE SALES TAX | 6.00% | $45.90 |
| SALES TAX 1% | COUNTY SALES TAX | 1.00% | $7.65 |

(This is not an Invoice)

**September 8, 2025**
**Bal Harbour Village**

| Open End Lease - 2026 Ford F 50 XLT Supercrew 4WD 45 (x ) | | | | | mil s/Unlimit d |
|---|---|---|---|---|---|
| | **Term In Months** | **Payment** | **Tax** | **Total** | **Termination Value** |
| ☐ | 60 | $14,996.21 | T x Ex mpt | $14,996.21 Annu l | $1.00 |

| Open End Lease - 2026 Ford F 50 XLT Supercrew 4WD 45 (x ) | | | | | 10,000 mil s/Y r |
|---|---|---|---|---|---|
| | **Term In Months** | **Payment** | **Tax** | **Total** | **Termination Value** |
| ☐ | 36 | $17,058.16 | T x Ex mpt | $17,058.16 Annu l | $22,000.00 |
| ☐ | 48 | $14,571.53 | T x Ex mpt | $14,571.53 Annu l | $17,000.00 |
| ☐ | 60 | $13,028.81 | T x Ex mpt | $13,028.81 Annu l | $12,000.00 |

**Disclaimers:**
Qu t b s d n f ct ry rd r, d liv ry typic lly 75-120 d ys fr m tim e d rd r

| **Lessee** B d H b ur Vill | **Signature** |
|---|---|
| | **Title** |
| **Signature** | |
| **Title** | **Lessor** Th B nc rp B nk, N ti n l Ass ci ti n |
| **Signature** | **Signature** |
| **Title** | **Title** |

L sin u t s r b s d n curr nt ff ctiv r t s nd m anuf ctur r pricin f r bud tin purp s s nly nd r subj ct t ch n . Subj ct t cr dit ppr v l

**Please contact Otniel Cruz at ocruz@thebancorp.com for additional information.**

DUVAL | Ford
• Since 1916 •

# Bal Harbour

| Prepared for: | Contract Holder | REV: 9/4/2025 |
|---|---|---|
| Bal Harbour<br>Mauricio Escarra<br>mescarra@balharbourfl.gov<br>305-866-4633 | Duval Ford<br>*Jared Davis*<br>*(Work) 904-381-6595*<br>jared.davis@duvalmotor.com<br>*405 Lane Ave N*<br>*Jacksonville, FL 32254* | |

**Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!**

| Labor Hours. $90/ Hr | Parts Quantity | Code | Equipment | OEM Price Level: | BCSO Contract Price | |
|---|---|---|---|---|---|---|
| | | 2026 W3L | **2026 Ford F-150 Crew Cab XLT, 145" wheelbase** | $ 49,440.00 | $ 43,093.76 | Section One: VEHICLE |
| | | OEM freight | Factory Destination | $ 2,995.00 | $ 3,044.42 | |
| | | YZ | Oxford White | $ - | $ - | |
| | | CS | Medium Dark Slate cloth interior | $ - | $ - | |
| | | 998.44G | 3.5L Ecoboost/10-spd automatic | $ 2,420.00 | $ 2,459.93 | |
| | | 300A | Standard XLT Equipment to include-- | $ - | $ - | |
| | | | EXTERIOR<br>• Bumper, Front – Chrome with Body-color Fascia<br>• Bumper Rear – Chrome<br>• Electronic Rear-Window Defroster<br>• Door and tailgate handles – Black<br>• Grille – Coast to Coast Black<br>• LED Fog Lamps<br>• Tires<br>— 275/65R18 BSW all-terrain (A/T) (4X4)<br>• Rear Privacy Glass<br>• Wheels<br>— 18" Painted aluminum wheel (4x4)<br>INTERIOR/COMFORT<br>• Carpet – Color-coordinated with Carpeted Floor Mats<br>• Seat, Front<br>— Cloth 40/20/40<br>— 2-Way manual driver/passenger<br>— Manual lumbar (driver)<br>— Armrest<br>• Seat, Rear<br>— Cloth<br>— USB charging ports – two (2)<br>— 60/40 flip-up split seat with elongated cushion (SuperCrew®)<br>— Rear Under-seat Storage<br>• Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking<br>• Visors with Driver and Passenger Covered Mirrors<br>FUNCTIONAL<br>• Zone Lighting | | | |
| | | 96W | Spray-in bedliner | $ 569.00 | $ 578.39 | |
| | | Discount | Government Concession reflected in Base Vehicle Price | | | |
| | | Ceiling Markup | Primary Awardee Ceiling Markup | 1.65% | | |
| | | Discount | Discount off Invoice reflected in Base Vehicle Price | $ (3,101.00) | | |
| | | Ceiling Percentage Markup: LE Metal and Lighting | | 20% | | |
| 14 | 1 | | Soundoff Interior Lightbar Package | $ 2,530.00 | $ 3,036.00 | |
| | | | nFORCE interior front lightbar (Blue/White front) | | | |
| | | | Traffic Controller (Blue/Amber rear) | | | |
| | | | nERGY 400 series siren, handheld | | | |
| | | | 100J Series Composite speaker | | | |
| | | | (2) 4" mpower in grille; (2) in rear quarter glass (1 on each side)--BLUE | | $ - | |
| 3 | 2 | | (2) 4x2 mpower in no drill third brake light bezel (included in price)--BLUE | $ 265.00 | $ 636.00 | |
| | | Ceiling Percentage Markup: Accessories | | 29% | | |
| 0 | 1 | | Tint on all windows, incl windshield strip | $ 250.00 | $ 322.50 | |
| 0 | 1 | | 3" Rough Country lift with Pro Comp 18" wheels, Toyo tires, dual steering stabilizer, 3 year/36k mile DSI warranty | $ 5,648.00 | $ 7,285.92 | |
| 2 | 1 | | Retrax OneMX retractable bed cover for 5.5' bed | $ 1,326.00 | $ 1,710.54 | |
| | | Final Delivery | | | | |
| 19 | | Labor | Total Labor Hours for installation of parts | $ 1,710.00 | $ 1,710.00 | Section 4: FINAL DELIVERY |
| | | Freight | Freight on Parts | $ - | $ - | |
| | 352 | 33154 | Destination & Fuel to end user zip code to include freight from out of state location | $ 2.00 | $ 704.00 | |
| | | Tag | Tag declined, agency will handle | $ - | $ - | |
| | | ESP | Extended warranty-PremiumCARE, 5yr/75k mi; $0 deductible | $ 1,560.00 | $ 1,560.00 | |
| | | NOTE | XLT taillights are LED and can't draw power or drill into, quoted 3rd brake light setup for greater visibility without drilling into chrome bumper; Additional labor added for lights in rear doors (have to remove door panels to install) | | | |
| **UNIT COST** | | | | | $ 66,141.46 | |

| TOTAL QUANTITY | 1 | *TOTAL PURCHASE* | $ 66,141.46 |
|---|---|---|---|

**September 8, 2025**
**Bal Harbour Village**

| Open End Lease - 2026 Ford F-250 XL Crew Cab 4WD SWB (x ) | | | | | |
|---|---|---|---|---|---|
| | **Term In Months** | **Payment** | **Tax** | **Total** | **Termination Value** |
| ☐ | 60 | $16,775.77 | Tax Exempt | $16,775.77 Annually | $1.00 |

| Open End Lease - 2026 Ford F-250 XL Crew Cab 4WD SWB (x ) | | | | | |
|---|---|---|---|---|---|
| | **Term In Months** | **Payment** | **Tax** | **Total** | **Termination Value** |
| ☐ | 36 | $16,629.42 | Tax Exempt | $16,629.42 Annually | $33,000.00 |
| ☐ | 48 | $14,608.03 | Tax Exempt | $14,608.03 Annually | $27,000.00 |
| ☐ | 60 | $13,332.70 | Tax Exempt | $13,332.70 Annually | $21,000.00 |

**Disclaimers:**

| | | | |
|---|---|---|---|
| **Lessee** | Bal Harbour Village | **Signature** | |
| | | **Title** | |
| **Signature** | | | |
| **Title** | | **Lessor** | The Bancorp Bank, National Association |
| **Signature** | | **Signature** | |
| **Title** | | **Title** | |

Lease quotes are based on current effective rates and manufacturer pricing for budgetary purposes only and are subject to change. Subject to credit approval.

**Please contact Otniel Cruz at ocruz@thebancorp.com for additional information.**

DUVAL | Ford
• Since 1916 •

# Bal Harbour

| Prepared for: | Contract Holder | REV: 9/8/2025 |
|---|---|---|
| Bal Harbour | Duval Ford | |
| Mauricio Escarra | *Jared Davis* | |
| mescarra@balharbourfl.gov | *(Work) 904-381-6595* | |
| 305-866-4633 | jared.davis@duvalmotor.com | |
| | *405 Lane Ave N* | |
| | *Jacksonville, FL 32254* | |

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

| Labor Hours. $90/ Hr | Parts Quantity | Code | Equipment | OEM Price Level: | BCSO Contract Price | |
|---|---|---|---|---|---|---|
| | | 2026 W2B | **2026 Ford F-250 Crew Cab 4x4, 160" wheelbase** | $ 50,056.00 | $ 45,526.92 | Section One: VEHICLE |
| | | OEM freight | Factory Destination | $ 2,195.00 | $ 2,231.22 | |
| | | Z1 | Oxford White | $ - | $ - | |
| | | AS | Black Onyx ActiveX seats | $ - | $ - | |
| | | 600A | Standard Equipment Group | $ - | $ - | |
| | | 99T.44G | 6.7L Diesel/10-spd auto | $ 10,006.00 | $ 10,171.10 | |
| | | X3H | 3.31 Electronic locking axle | $ 392.00 | $ 398.47 | |
| | | 18A | Vehicle Integration System 2.0 (Allows for lighting controls in touchscreen and additional safety measures to be programmed) | $ 364.00 | $ 370.01 | |
| | | 18B | Black platform running boards | $ 405.00 | $ 411.68 | |
| | | 43C | 120V/400W outlet | $ 205.00 | $ 208.38 | |
| | | 52B | Trailer brake controller | $ 273.00 | $ 277.50 | |
| | | 96D | XL Driver Assist Package | $ 665.00 | $ 675.97 | |
| | | | | | | |
| | | Discount | Government Concession reflected in Base Vehicle Price | | | |
| | | Ceiling Markup | Primary Awardee Ceiling Markup | 1.65% | | |
| | | Discount | Discount off Invoice reflected in Base Vehicle Price | $ (2,455.00) | | |
| | | Ceiling Percentage Markup: LE Metal and Lighting | | 20% | | |
| 12 | 1 | | Soundoff Interior Lightbar + Perimeter Package | $ 2,170.00 | $ 2,604.00 | |
| | 1 | | nFORCE interior lightbar front | | $ - | |
| | 1 | | mPOWER Traffic Advisor in rear | | $ - | |
| | | | VIS 2.0 used in lieu of controller | | $ - | |
| | 1 | | 100J series composite speaker with bracket | | $ - | |
| | 2 | | (2) 3" mpower used in front grille | | | |
| | 2 | | (2) XF flush mount on bumper | | $ - | |
| | | NOTE: | COLOR: AMBER/WHITE ALTERNATING | | | |
| | | Ceiling Percentage Markup: Accessories | | 29% | | |
| 0 | 1 | | 3" Rough Country lift with Pro Comp 18" wheels, Toyo tires, dual steering stabilizer, 3 year/36k mile DSI warranty | $ 5,648.00 | $ 7,285.92 | |
| 0 | 1 | | Spray-in bedliner | $ 376.00 | $ 485.04 | |
| | | Final Delivery | | | | |
| 12 | | Labor | Total Labor Hours for installation of parts | $ 1,080.00 | $ 1,080.00 | Section 4: FINAL DELIVERY |
| | | Freight | Freight on Parts | $ - | $ - | |
| | 352 | 33154 | Destination & Fuel to end user zip code to include freight from out of state location | $ 2.00 | $ 704.00 | |
| | | Tag | Tag declined, agency will handle | $ - | $ - | |
| | | ESP | Extended warranty-PremiumCARE, 5yr/75k mi; $0 deductible | $ 1,560.00 | $ 1,560.00 | |
| | | NOTE | | | | |
| UNIT COST | | | | | $ 73,990.21 | |

| TOTAL QUANTITY | 1 | *TOTAL PURCHASE* | $ 73,990.21 |
|---|---|---|---|

Gordon Smith, Sheriff

# SHERIFF

Bradford County

09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

1) Bozard Ford
2) Duval Ford
3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

**Ford vehicles**;
Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

**Chevrolet vehicles:**
Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

**Other manufacturers:**
No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,

5120

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

# Contract

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

**BRADFORD COUNTY**
**SHERIFF'S OFFICE**

**Gordon Smith**
Sheriff

| TITLE: | BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0) |
|---|---|
| EXECUTED: | 09/13/22 AL |
| EFFECTIVE: | September 12, 2022 |
| TERM: | FIVE (5) Years with Option to Extend/Renew |
| ATTACHMENTS: | A. SPECIFICATIONS<br>B. PRICING AND DISCOUNTS |

## TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referredto as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

**WHEREAS**; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

**WHEREAS;** VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

**WHEREAS**; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

**NOW THEREFORE**, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

### A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,

invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

## B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

## C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

## D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provideworkers' compensation coverage for all of VENDOR'S employees, and to maintain such generaland auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

## E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

## F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.

Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

**G.** MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

## H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force atthe date hereof.

## I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state of federal regulatory or governmental entity.

## J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the

local governmental entity after approval by the governing body, if required; or

2. If a proper invoice is not received by the local governmental entity, the date:
   a. On which delivery of personal property is accepted by the local governmental entity;
   b. On which services are completed;
   c. On which the rental period begins; or
   d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month isconsidered as 1 month in computing interest. Unpaid interest is compounded monthly. Forthe purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

## K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

## L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating tothe validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regardto conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

## M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensurethat the rights of the agency and the citizenry are protected.

## N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

## O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

## P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall payfor all supplies and services provided by VENDOR as of the date of termination.

## Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of suchtermination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

## R. MISCELLANEOUS

None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

## S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimedby SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality ofany information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

**NOTICE**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY.**

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agencyas provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within areasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the 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 the contractor has not complied with the request, to the public agency and to the contractor.
    a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
    b. 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.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

## T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally,a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. VENDOR shall, upon request, provide evidence of compliance with this provision to SHERIFF. Failure to comply with this provision is a material breach of the Agreement, and the SHERIFF may choose to terminate the Agreement at any time at its sole discretion. VENDOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). VENDOR, by virtue of acceptance of the Purchase Order certifies that:

1. VENDOR and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
2. VENDOR and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. VENDOR will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide VENDOR with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. VENDOR must maintain a copy of such affidavit.

6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).

7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.

8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

## U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

## V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

## W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

## X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

## Y. OUT-OF-SERVICE VEHICLES

Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and payto the SHERIFF the net auction proceeds minus transport costs and $400 vendor fee per unit.

## Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

## Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended. by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

**IN WITNESS THEREOF**, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

| Bradford County Sheriff's Office | VENDOR (Duval Ford) |
|---|---|
| Name | Name |
| Date 9/13/22 | Date |

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

Gordon Smith, Sheriff

# SHERIFF

Bradford County

March 1, 2023

**Contract Addendum No. 1, Contract** BCSO 22-27-1.0

Piggyback provision for Governmental entities outside the State of Florida.

The Bradford County Sheriff's Office hereby gives permission to *Governmental Entities* [RFP: page 3 section C], outside the State of Florida, to participate in the use of this contract for the procurement of Automotive products from the contract's awarded dealers; subject to manufacturer availability, and dealer approval. It is the responsibility of the purchasing entity to comply with the procurement laws and procedures within that state. It is also understood that the dealer, upon acceptance of agency-purchase-order is held to the conditional-terms identified within that state releasing the Bradford County Sheriff's Office from liability associated with non-performance. Furthermore, per the contract, section D, page 2, it is the responsibility of the performing dealer to provide necessary evidence of insurance at the agency's request.

If you have any questions or concerns, please call anytime.

Major George L. Konkel Jr.
Chief of Operations
(904)966-6306 Office

# Local Vendor Affidavit:

Duval Ford, per section “H” preference, and by definition contained in Bid id# BCSO 22-27-1.0, section “B”, is a local vendor situated in Duval County, Jacksonville, Florida. The principal business registration and dealer registration attached provide sufficient evidence to this fact. For purposes in the evaluation Duval Ford is aware that the full five point Florida business registration and the four point local vendor preference is awarded.

I, Richard Tackett, attest that Duval Ford qualifies as a local vendor, and therefore qualifies for preference.

Signature

9/1/2022

Richard Tackett
Duval Ford

# Price Proposal

**Attachment 1**: Ford OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

**Attachment 2**: Duval Ford AMO percent markup table

**Attachment (2a)**: Exclusions: SVT

**Attachment 3:** Mileage Statement

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| | >2022 | Medium Truck Chassis | | | |
| 2 | >2022 | F650 | F6A-F650 REG CAB | All Oem Pkg's Packages | 1.65% |
| 3 | >2022 | F650 | F6B-F650 REG CAB LO | All Oem Pkg's | 1.65% |
| 4 | >2022 | F650 | F6C-F650 REG CAB | All Oem Pkg's | 1.65% |
| 5 | >2022 | F650 | F6D-F650 REG CAB | All Oem Pkg's | 1.65% |
| 6 | >2022 | F650 | F6E-F650 REG CAB LO | All Oem Pkg's | 1.65% |
| 7 | >2022 | F650 | F6T-F650 REG CAB TR | All Oem Pkg's | 1.65% |
| 8 | >2022 | F750 | F7A-F750 REG CAB | All Oem Pkg's | 1.65% |
| 9 | >2022 | F750 | F7D-F750 REG CAB | All Oem Pkg's | 1.65% |
| 10 | >2022 | F750 | F7T-F750 REG CAB TR | All Oem Pkg's | 1.65% |
| 11 | >2022 | F650 | W6A-F650 CREW CAB | All Oem Pkg's | 1.65% |
| 12 | >2022 | F650 | W6B-F650 CRW CAB LO | All Oem Pkg's | 1.65% |
| 13 | >2022 | F650 | W6D-F650 CREW CAB | All Oem Pkg's | 1.65% |
| 14 | >2022 | F650 | W6E-F650 CRW CAB LO | All Oem Pkg's | 1.65% |
| 15 | >2022 | F650 | W6T-F650 CRW CAB TR | All Oem Pkg's | 1.65% |
| 16 | >2022 | F750 | W7A-F750 CREW CAB | All Oem Pkg's | 1.65% |
| 17 | >2022 | F750 | W7D-F750 CREW CAB | All Oem Pkg's | 1.65% |
| 18 | >2022 | F750 | W7T-F750 CRW CAB TR | All Oem Pkg's | 1.65% |
| 19 | >2022 | F650 | X6A-F650 SUPER CAB | All Oem Pkg's | 1.65% |
| 20 | >2022 | F650 | X6B-F650 SPR CAB LO | All Oem Pkg's | 1.65% |
| 21 | >2022 | F650 | X6D-F650 SUPER CAB | All Oem Pkg's | 1.65% |
| 22 | >2022 | F650 | X6E-F650 SPR CAB LO | All Oem Pkg's | 1.65% |
| 23 | >2022 | F650 | X6T-F650 SPR CAB TR | All Oem Pkg's | 1.65% |
| 24 | >2022 | F750 | X7A-F750 SUPER CAB | All Oem Pkg's | 1.65% |
| 25 | >2022 | F750 | X7D-F750 SUPER CAB | All Oem Pkg's | 1.65% |
| 26 | >2022 | F750 | X7T-F750 SPR CAB TR | All Oem Pkg's | 1.65% |
| | >2022 | E-Series Chassis and Cutaway | | | |
| 28 | >2022 | ECONOLINE | E3F-COM CUTAWAY VAN | All Oem Pkg's | 1.65% |
| 29 | >2022 | ECONOLINE | E3K-COMM STRIP CHAS | All Oem Pkg's | 1.65% |
| 30 | >2022 | ECONOLINE | E4F-COM CUTAWAY VAN | All Oem Pkg's | 1.65% |
| 31 | >2022 | ECONOLINE | E4K-COMM STRIP CHAS | All Oem Pkg's | 1.65% |
| | >2022 | Mustang | | | |
| 33 | >2022 | Mustang | P8C-GT COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 34 | >2022 | Mustang | P8F-GT CONV PREM | All Oem Pkg's Excluding SVT | 1.65% |
| 35 | >2022 | Mustang | P8J-HB COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 36 | >2022 | Mustang | P8K-BULLITT COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 37 | >2022 | Mustang | P8R-MACH 1 COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 38 | >2022 | Mustang | P8S-SHELBY GT500 | All Oem Pkg's Excluding SVT | 1.65% |
| 39 | >2022 | Mustang | P8T-MUST ECO COUPE | All Oem Pkg's Excluding SVT | 1.65% |
| 40 | >2022 | Mustang | P8U-ECO CONVERTIBLE | All Oem Pkg's Excluding SVT | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| | >2022 | Expedition | | | |
| 42 | >2022 | Expedition | K1F-4X2 XL MAX | All Oem Pkg's | 1.65% |
| 43 | >2022 | Expedition | K1G-4X4 XL MAX | All Oem Pkg's | 1.65% |
| 44 | >2022 | Expedition | K1H-4X2 XLT MAX | All Oem Pkg's | 1.65% |
| 45 | >2022 | Expedition | K1J-4X4 XLT MAX | All Oem Pkg's | 1.65% |
| 46 | >2022 | Expedition | K1K-4X2 LIMITED MAX | All Oem Pkg's | 1.65% |
| 47 | >2022 | Expedition | K1L-4X2 PLATINUM MX | All Oem Pkg's | 1.65% |
| 48 | >2022 | Expedition | K1M-4X4 PLATINUM MX | All Oem Pkg's | 1.65% |
| 49 | >2022 | Expedition | K1N-4X2 K.RANCH MAX | All Oem Pkg's | 1.65% |
| 50 | >2022 | Expedition | K1P-4X4 K.RANCH MAX | All Oem Pkg's | 1.65% |
| 51 | >2022 | Expedition | K2A-4X4 LIMITED MAX | All Oem Pkg's | 1.65% |
| 52 | >2022 | Expedition | U1F-4X2 XL | All Oem Pkg's | 1.65% |
| 53 | >2022 | Expedition | U1G-4X4 XL | All Oem Pkg's | 1.65% |
| 54 | >2022 | Expedition | U1H-4X2 XLT | All Oem Pkg's | 1.65% |
| 55 | >2022 | Expedition | U1J-4X4 XLT | All Oem Pkg's | 1.65% |
| 56 | >2022 | Expedition | U1K-4X2 LIMITED | All Oem Pkg's | 1.65% |
| 57 | >2022 | Expedition | U1L-4X2 PLATINUM | All Oem Pkg's | 1.65% |
| 58 | >2022 | Expedition | U1M-4X4 PLATINUM | All Oem Pkg's | 1.65% |
| 59 | >2022 | Expedition | U1N-4X2 KING RANCH | All Oem Pkg's | 1.65% |
| 60 | >2022 | Expedition | U1P-4X4 KING RANCH | All Oem Pkg's | 1.65% |
| 61 | >2022 | Expedition | U1R-4X4 TIMBERLINE | All Oem Pkg's | 1.65% |
| 62 | >2022 | Expedition | U2A-4X4 LIMITED | All Oem Pkg's | 1.65% |
| | >2022 | Bronco Sport SUV | | | |
| 64 | >2022 | Bronco Sport SUV | R9A-BRONCO SPT BASE | All Oem Pkg's | 1.65% |
| 65 | >2022 | Bronco Sport SUV | R9B-BRONCO SPT BIG | All Oem Pkg's | 1.65% |
| 66 | >2022 | Bronco Sport SUV | R9C-BRONCO SPT OB | All Oem Pkg's | 1.65% |
| 67 | >2022 | Bronco Sport SUV | R9D-BRONCO SPT BD | All Oem Pkg's | 1.65% |
| | >2022 | Transit Connect Van | | | |
| 69 | >2022 | Transit Connect Van | E6S-TRAN CON-VAN-XL | All Oem Pkg's | 1.65% |
| 70 | >2022 | Transit Connect Van | E6T-TRAN CN-VAN-XLT | All Oem Pkg's | 1.65% |
| 71 | >2022 | Transit Connect Van | E7S-TRAN CON-VAN-XL | All Oem Pkg's | 1.65% |
| 72 | >2022 | Transit Connect Van | E7T-TRAN CN-VAN-XLT | All Oem Pkg's | 1.65% |
| 73 | >2022 | Transit Connect Van | S6S-TRAN CON-VAN-XL | All Oem Pkg's | 1.65% |
| 74 | >2022 | Transit Connect Van | S6T-TRAN CN-VAN-XLT | All Oem Pkg's | 1.65% |
| 75 | >2022 | Transit Connect Van | S7S-TRAN CON-VAN-XL | All Oem Pkg's | 1.65% |
| 76 | >2022 | Transit Connect Van | S7T-TRAN CN-VAN-XLT | All Oem Pkg's | 1.65% |
| | >2022 | Superduty | | | |
| 78 | >2022 | F250 | F2A-F250 4X2 SD R/C | All Oem Pkg's | 1.65% |
| 79 | >2022 | F250 | F2B-F250 4X4 SD R/C | All Oem Pkg's | 1.65% |
| 80 | >2022 | F350 | F3A-F350 4X2SDR/CSR | All Oem Pkg's | 1.65% |
| 81 | >2022 | F350 | F3B-F350 4X4SDR/CSR | All Oem Pkg's | 1.65% |
| 82 | >2022 | F350 | F3C-F350 4X2 SD R/C | All Oem Pkg's | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| 83 | >2022 | F350 | F3D-F350 4X4 SD R/C | All Oem Pkg's | 1.65% |
| 84 | >2022 | F350 | F3E-F350 4X2CHAS/CS | All Oem Pkg's | 1.65% |
| 85 | >2022 | F350 | F3F-F350 4X4CHAS/CS | All Oem Pkg's | 1.65% |
| 86 | >2022 | F350 | F3G-F350 4X2 CHAS/C | All Oem Pkg's | 1.65% |
| 87 | >2022 | F350 | F3H-F350 4X4 CHAS/C | All Oem Pkg's | 1.65% |
| 88 | >2022 | F450 | F4C-F450 4X2 SD R/C | All Oem Pkg's | 1.65% |
| 89 | >2022 | F450 | F4D-F450 4X4 SD R/C | All Oem Pkg's | 1.65% |
| 90 | >2022 | F450 | F4G-F450 4X2 CHAS/C | All Oem Pkg's | 1.65% |
| 91 | >2022 | F450 | F4H-F450 4X4 CHAS/C | All Oem Pkg's | 1.65% |
| 92 | >2022 | F550 | F5G-F550 4X2 CHAS/C | All Oem Pkg's | 1.65% |
| 93 | >2022 | F550 | F5H-F550 4X4 CHAS/C | All Oem Pkg's | 1.65% |
| 94 | >2022 | F600 | F6K-F600 4X2 CHAS/C | All Oem Pkg's | 1.65% |
| 95 | >2022 | F600 | F6L-F600 4X4 CHAS/C | All Oem Pkg's | 1.65% |
| 96 | >2022 | F250 | W2A-F250 4X2 CREW/C | All Oem Pkg's | 1.65% |
| 97 | >2022 | F250 | W2B-F250 4X4 CREW/C | All Oem Pkg's | 1.65% |
| 98 | >2022 | F350 | W3A-F350 4X2CREW/CS | All Oem Pkg's | 1.65% |
| 99 | >2022 | F350 | W3B-F350 4X4CREW/CS | All Oem Pkg's | 1.65% |
| 100 | >2022 | F350 | W3C-F350 4X2 CREW/C | All Oem Pkg's | 1.65% |
| 101 | >2022 | F350 | W3D-F350 4X4 CREW/C | All Oem Pkg's | 1.65% |
| 102 | >2022 | F350 | W3E-F350 4X2CRWCCSR | All Oem Pkg's | 1.65% |
| 103 | >2022 | F350 | W3F-F350 4X4CRWCCSR | All Oem Pkg's | 1.65% |
| 104 | >2022 | F350 | W3G-F350 4X2 CRW CC | All Oem Pkg's | 1.65% |
| 105 | >2022 | F350 | W3H-F350 4X4 CRW CC | All Oem Pkg's | 1.65% |
| 106 | >2022 | F450 | W4C-F450 4X2 CRW PU | All Oem Pkg's | 1.65% |
| 107 | >2022 | F450 | W4D-F450 4X4 CRW PU | All Oem Pkg's | 1.65% |
| 108 | >2022 | F450 | W4G-F450 4X2 CRW CC | All Oem Pkg's | 1.65% |
| 109 | >2022 | F450 | W4H-F450 4X4 CRW CC | All Oem Pkg's | 1.65% |
| 110 | >2022 | F550 | W5G-F550 4X2 CRW CC | All Oem Pkg's | 1.65% |
| 111 | >2022 | F550 | W5H-F550 4X4 CRW CC | All Oem Pkg's | 1.65% |
| 112 | >2022 | F250 | X2A-F250 4X2 S/C | All Oem Pkg's | 1.65% |
| 113 | >2022 | F250 | X2B-F250 4X4 S/C | All Oem Pkg's | 1.65% |
| 114 | >2022 | F350 | X3A-F350 4X2 S/C | All Oem Pkg's | 1.65% |
| 115 | >2022 | F350 | X3B-F350 4X4 S/C | All Oem Pkg's | 1.65% |
| 116 | >2022 | F350 | X3C-F350 4X2 S/C DR | All Oem Pkg's | 1.65% |
| 117 | >2022 | F350 | X3D-F350 4X4 S/C DR | All Oem Pkg's | 1.65% |
| 118 | >2022 | F350 | X3E-F350 4X2S/CCCSR | All Oem Pkg's | 1.65% |
| 119 | >2022 | F350 | X3F-F350 4X4S/CCCSR | All Oem Pkg's | 1.65% |
| 120 | >2022 | F350 | X3G-F350 4X2 S/C CC | All Oem Pkg's | 1.65% |
| 121 | >2022 | F350 | X3H-F350 4X4 S/C CC | All Oem Pkg's | 1.65% |
| 122 | >2022 | F450 | X4G-F450 4X2 S/C CC | All Oem Pkg's | 1.65% |
| 123 | >2022 | F450 | X4H-F450 4X4 S/C CC | All Oem Pkg's | 1.65% |
| 124 | >2022 | F550 | X5G-F550 4X2 S/C CC | All Oem Pkg's | 1.65% |
| 125 | >2022 | F550 | X5H-F550 4X4 S/C CC | All Oem Pkg's | 1.65% |
| | >2022 | Mustang Mach-E | | | |
| 127 | >2022 | Mustang Mach-E | K1R-SELECT RWD | All Oem Pkg's | 1.65% |
| 128 | >2022 | Mustang Mach-E | K1S-SELECT AWD | All Oem Pkg's | 1.65% |
| 129 | >2022 | Mustang Mach-E | K2R-CAL ROUTE 1 RWD | All Oem Pkg's | 1.65% |
| 130 | >2022 | Mustang Mach-E | K2S-CAL ROUTE 1 AWD | All Oem Pkg's | 1.65% |
| 131 | >2022 | Mustang Mach-E | K3R-PREMIUM RWD | All Oem Pkg's | 1.65% |
| 132 | >2022 | Mustang Mach-E | K3S-PREMIUM AWD | All Oem Pkg's | 1.65% |
| 133 | >2022 | Mustang Mach-E | K4S-GT AWD | All Oem Pkg's | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| | >2022 | F150 SERIES | | | |
| 135 | >2022 | F150 | F1C-F150 4X2 R/C | All Oem Pkg's | 1.65% |
| 136 | >2022 | F150 | F1E-F150 4X4 R/C | All Oem Pkg's | 1.65% |
| 137 | >2022 | F150 | W1C-F150 4X2 CREW | All Oem Pkg's | 1.65% |
| 138 | >2022 | F150 | W1E-F150 4X4 CREW | All Oem Pkg's | 1.65% |
| 139 | >2022 | F150 | W1P-F150 POL RESP | All Oem Pkg's | 1.65% |
| 140 | >2022 | F150 | W1S-F150 4X2 CREW | All Oem Pkg's | 1.65% |
| 141 | >2022 | F150 | W1T-F150 4X4 CREW | All Oem Pkg's | 1.65% |
| 142 | >2022 | F150 | X1C-F150 4X2 S/C | All Oem Pkg's | 1.65% |
| 143 | >2022 | F150 | X1E-F150 4X4 S/C | All Oem Pkg's | 1.65% |
| | >2022 | Bronco Full Size | | | |
| 145 | >2022 | Bronco Full Size | E5A-BRONCO 2DR 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 146 | >2022 | Bronco Full Size | E5B-BRONCO 4DR 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 147 | >2022 | Bronco Full Size | E5C-2DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 148 | >2022 | Bronco Full Size | E5D-4DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 149 | >2022 | Bronco Full Size | E5E-4DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 150 | >2022 | Bronco Full Size | E5F-2DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| 151 | >2022 | Bronco Full Size | E5G-2 DR ADV AWD HL | All Oem Pkg's Excluding SVT | 1.65% |
| 152 | >2022 | Bronco Full Size | E5H-4 DR ADV AWD HL | All Oem Pkg's Excluding SVT | 1.65% |
| 153 | >2022 | Bronco Full Size | E5J-4DR ADVANCD 4X4 | All Oem Pkg's Excluding SVT | 1.65% |
| | >2022 | Maverick Pickup | | | |
| 155 | >2022 | Maverick Pickup | W8E-MAVERICK FWD | All Oem Pkg's | 1.65% |
| 156 | >2022 | Maverick Pickup | W8F-MAVERICK AWD | All Oem Pkg's | 1.65% |
| | >2022 | Explorer SUV | | | |
| 158 | >2022 | Explorer SUV | K7B-4DR RWD BASE | All Oem Pkg's Excluding ST | 1.65% |
| 159 | >2022 | Explorer SUV | K7D-4DR RWD XLT | All Oem Pkg's Excluding ST | 1.65% |
| 160 | >2022 | Explorer SUV | K7F-4DR RWD LIMITED | All Oem Pkg's Excluding ST | 1.65% |
| 161 | >2022 | Explorer SUV | K7G-4DR RWD ST | All Oem Pkg's Excluding ST | 1.65% |
| 162 | >2022 | Explorer SUV | K7H-4DR RWD PLTNM | All Oem Pkg's Excluding ST | 1.65% |
| 163 | >2022 | Explorer SUV | K7K-4DR RWD ST-LINE | All Oem Pkg's Excluding ST | 1.65% |
| 164 | >2022 | Explorer SUV | K7L-4DR RWD K RANCH | All Oem Pkg's Excluding ST | 1.65% |
| 165 | >2022 | Explorer SUV | K8B-4DR 4WD BASE | All Oem Pkg's Excluding ST | 1.65% |
| 166 | >2022 | Explorer SUV | K8D-4DR 4WD XLT | All Oem Pkg's Excluding ST | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| 167 | >2022 | Explorer SUV | K8F-4DR 4WD LIMITED | All Oem Pkg's Excluding ST | 1.65% |
| 168 | >2022 | Explorer SUV | K8G-4DR 4WD ST | All Oem Pkg's Excluding ST | 1.65% |
| 169 | >2022 | Explorer SUV | K8H-4DR 4WD PLTNM | All Oem Pkg's Excluding ST | 1.65% |
| 170 | >2022 | Explorer SUV | K8J-4DR 4WD TMBLINE | All Oem Pkg's Excluding ST | 1.65% |
| 171 | >2022 | Explorer SUV | K8K-4DR 4WD ST-LINE | All Oem Pkg's Excluding ST | 1.65% |
| 172 | >2022 | Explorer SUV | K8L-4DR RWD K RANCH | All Oem Pkg's Excluding ST | 1.65% |
| | >2022 | Transit Van | | | |
| 174 | >2022 | Transit Van | E1C-MR CARGO RWD | All Oem Pkg's | 1.65% |
| 175 | >2022 | Transit Van | E1D-MR CREW RWD | All Oem Pkg's | 1.65% |
| 176 | >2022 | Transit Van | E1Y-LR CARGO RWD | All Oem Pkg's | 1.65% |
| 177 | >2022 | Transit Van | E1Z-LR CREW RWD | All Oem Pkg's | 1.65% |
| 178 | >2022 | Transit Van | E2C-MR CARGO AWD | All Oem Pkg's | 1.65% |
| 179 | >2022 | Transit Van | E2D-MR CREW AWD | All Oem Pkg's | 1.65% |
| 180 | >2022 | Transit Van | E2Y-LR CARGO AWD | All Oem Pkg's | 1.65% |
| 181 | >2022 | Transit Van | E9Z-LR CREW AWD | All Oem Pkg's | 1.65% |
| 182 | >2022 | Transit Van | F1P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 183 | >2022 | Transit Van | F1Y-LR CARGO RWD | All Oem Pkg's | 1.65% |
| 184 | >2022 | Transit Van | F1Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 185 | >2022 | Transit Van | F2P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 186 | >2022 | Transit Van | F2Y-LR CARGO AWD | All Oem Pkg's | 1.65% |
| 187 | >2022 | Transit Van | F2Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 188 | >2022 | Transit Van | F4U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 189 | >2022 | Transit Van | F4V-HR CREW RWD | All Oem Pkg's | 1.65% |
| 190 | >2022 | Transit Van | F4W-HR CREW AWD | All Oem Pkg's | 1.65% |
| 191 | >2022 | Transit Van | F4X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 192 | >2022 | Transit Van | F5X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 193 | >2022 | Transit Van | F6P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 194 | >2022 | Transit Van | F6X-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 195 | >2022 | Transit Van | F6Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 196 | >2022 | Transit Van | F7C-MR CARGO RWD | All Oem Pkg's | 1.65% |
| 197 | >2022 | Transit Van | F7X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 198 | >2022 | Transit Van | F8C-MR CARGO AWD | All Oem Pkg's | 1.65% |
| 199 | >2022 | Transit Van | F8P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 200 | >2022 | Transit Van | F8X-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 201 | >2022 | Transit Van | F8Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 202 | >2022 | Transit Van | R1C-MR CARGO RWD | All Oem Pkg's | 1.65% |
| 203 | >2022 | Transit Van | R1D-MR CREW RWD W | All Oem Pkg's | 1.65% |
| 204 | >2022 | Transit Van | R1V-HR CREW RWD W | All Oem Pkg's | 1.65% |
| 205 | >2022 | Transit Van | R1X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 206 | >2022 | Transit Van | R1Y-LR CARGO RWD | All Oem Pkg's | 1.65% |
| 207 | >2022 | Transit Van | R1Z-LR CREW RWD | All Oem Pkg's | 1.65% |
| 208 | >2022 | Transit Van | R2C-MR CARGO AWD | All Oem Pkg's | 1.65% |
| 209 | >2022 | Transit Van | R2D-MR CREW AWD | All Oem Pkg's | 1.65% |
| 210 | >2022 | Transit Van | R2V-HR CREW AWD | All Oem Pkg's | 1.65% |
| 211 | >2022 | Transit Van | R2X-HR CARGO AWD | All Oem Pkg's | 1.65% |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| 212 | >2022 | Transit Van | R2Y-LR CARGO AWD | All Oem Pkg's | 1.65% |
| 213 | >2022 | Transit Van | R2Z-LR CREW AWD | All Oem Pkg's | 1.65% |
| 214 | >2022 | Transit Van | R3U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 215 | >2022 | Transit Van | R3X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 216 | >2022 | Transit Van | R5P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 217 | >2022 | Transit Van | R5Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 218 | >2022 | Transit Van | R7P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 219 | >2022 | Transit Van | R7Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 220 | >2022 | Transit Van | S4U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 221 | >2022 | Transit Van | S4V-HR CREW RWD | All Oem Pkg's | 1.65% |
| 222 | >2022 | Transit Van | S4W-HR CREW AWD | All Oem Pkg's | 1.65% |
| 223 | >2022 | Transit Van | S4X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 224 | >2022 | Transit Van | S6P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 225 | >2022 | Transit Van | S6Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 226 | >2022 | Transit Van | S8P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 227 | >2022 | Transit Van | S8Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 228 | >2022 | Transit Van | U4X-HR PASS XL RWD | All Oem Pkg's | 1.65% |
| 229 | >2022 | Transit Van | U5X-HR PASS XL AWD | All Oem Pkg's | 1.65% |
| 230 | >2022 | Transit Van | U6P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 231 | >2022 | Transit Van | U6Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 232 | >2022 | Transit Van | U8P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 233 | >2022 | Transit Van | U8U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 234 | >2022 | Transit Van | U8X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 235 | >2022 | Transit Van | U8Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 236 | >2022 | Transit Van | W1D-MR CREW RWD | All Oem Pkg's | 1.65% |
| 237 | >2022 | Transit Van | W1V-HR CREW RWD | All Oem Pkg's | 1.65% |
| 238 | >2022 | Transit Van | W1X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 239 | >2022 | Transit Van | W1Y-LR CARGO RWD | All Oem Pkg's | 1.65% |
| 240 | >2022 | Transit Van | W1Z-LR CREW RWD | All Oem Pkg's | 1.65% |
| 241 | >2022 | Transit Van | W2C-MR CARGO AWD | All Oem Pkg's | 1.65% |
| 242 | >2022 | Transit Van | W2D-MR CREW AWD | All Oem Pkg's | 1.65% |
| 243 | >2022 | Transit Van | W2V-HR CREW AWD | All Oem Pkg's | 1.65% |
| 244 | >2022 | Transit Van | W2X-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 245 | >2022 | Transit Van | W2Y-LR CARGO AWD | All Oem Pkg's | 1.65% |
| 246 | >2022 | Transit Van | W2Z-LR CREW AWD | All Oem Pkg's | 1.65% |
| 247 | >2022 | Transit Van | W3U-HR CARGO AWD | All Oem Pkg's | 1.65% |
| 248 | >2022 | Transit Van | W3X-HR CARGO RWD | All Oem Pkg's | 1.65% |
| 249 | >2022 | Transit Van | W4X-HR PASS XL RWD | All Oem Pkg's | 1.65% |
| 250 | >2022 | Transit Van | W4Z-MR PASS XL RWD | All Oem Pkg's | 1.65% |
| 251 | >2022 | Transit Van | W5P-LR CUTAWAY RWD | All Oem Pkg's | 1.65% |
| 252 | >2022 | Transit Van | W5Z-LR CHASSIS RWD | All Oem Pkg's | 1.65% |
| 253 | >2022 | Transit Van | W7P-LR CUTAWAY AWD | All Oem Pkg's | 1.65% |
| 254 | >2022 | Transit Van | W7Z-LR CHASSIS AWD | All Oem Pkg's | 1.65% |
| 255 | >2022 | Transit Van | W9C-MR CARGO RWD | All Oem Pkg's | 1.65% |
| 256 | >2022 | Transit Van | X2C-MR PASS XL RWD | All Oem Pkg's | 1.65% |
| 257 | >2022 | Transit Van | X2X-HR PASS XL RWD | All Oem Pkg's | 1.65% |
| 258 | >2022 | Transit Van | X2Y-LR PASS XL RWD | All Oem Pkg's | 1.65% |
| 259 | >2022 | Transit Van | X9C-MR PASS XL AWD | All Oem Pkg's | 1.65% |
| 260 | >2022 | Transit Van | X9X-HR PASS XL AWD | All Oem Pkg's | 1.65% |
| 261 | >2022 | Transit Van | X9Y-LR PASS XL AWD | All Oem Pkg's | 1.65% |
| | >2022 | Edge Suv | | | |

| ITEM NUMBER | Model Year | Vehicle Type | Model Code | Package Availability | Contract % Markup over Invoice |
|---|---|---|---|---|---|
| 263 | >2022 | Edge Suv | K3G-EDGE FWD-SE | All Oem Pkg's | 1.65% |
| 264 | >2022 | Edge Suv | K3J-EDGE FWD-SEL | All Oem Pkg's | 1.65% |
| 265 | >2022 | Edge Suv | K3K-EDGE FWD-TITAN | All Oem Pkg's | 1.65% |
| 266 | >2022 | Edge Suv | K4A-EDGE AWD-ST | All Oem Pkg's | 1.65% |
| 267 | >2022 | Edge Suv | K4G-EDGE AWD-SE | All Oem Pkg's | 1.65% |
| 268 | >2022 | Edge Suv | K4J-EDGE AWD-SEL | All Oem Pkg's | 1.65% |
| 269 | >2022 | Edge Suv | K4K-EDGE AWD-TITAN | All Oem Pkg's | 1.65% |
| | >2022 | Transit Connect | | | |
| 271 | >2022 | 43-TRAN CONNCT WAG | E8F-TRANCON-WGN-XLT | All Oem Pkg's | 1.65% |
| 272 | >2022 | 43-TRAN CONNCT WAG | E8G-TRANCON-WGN-TTN | All Oem Pkg's | 1.65% |
| 273 | >2022 | 43-TRAN CONNCT WAG | E9E-TRANCON-WGN-XL | All Oem Pkg's | 1.65% |
| 274 | >2022 | 43-TRAN CONNCT WAG | E9F-TRANCON-WGN-XLT | All Oem Pkg's | 1.65% |
| 275 | >2022 | 43-TRAN CONNCT WAG | E9G-TRANCON-WGN-TTN | All Oem Pkg's | 1.65% |
| 276 | >2022 | 43-TRAN CONNCT WAG | S8F-TRANCON-WGN-XLT | All Oem Pkg's | 1.65% |
| 277 | >2022 | 43-TRAN CONNCT WAG | S9E-TRANCON-WGN-XL | All Oem Pkg's | 1.65% |
| 278 | >2022 | 43-TRAN CONNCT WAG | S9F-TRANCON-WGN-XLT | All Oem Pkg's | 1.65% |
| | >2022 | Escape SUV | | | |
| 280 | >2022 | 45-ESCAPE | U0B-SE FHEV FWD | All Oem Pkg's | 1.65% |
| 281 | >2022 | 45-ESCAPE | U0C-SEL FHEV FWD | All Oem Pkg's | 1.65% |
| 282 | >2022 | 45-ESCAPE | U0D-TIT FHEV FWD | All Oem Pkg's | 1.65% |
| 283 | >2022 | 45-ESCAPE | U0E-PHEV FWD | All Oem Pkg's | 1.65% |
| 284 | >2022 | 45-ESCAPE | U0F-BASE FWD | All Oem Pkg's | 1.65% |
| 285 | >2022 | 45-ESCAPE | U0G-ACTIVE FWD | All Oem Pkg's | 1.65% |
| 286 | >2022 | 45-ESCAPE | U0H-SEL FWD | All Oem Pkg's | 1.65% |
| 287 | >2022 | 45-ESCAPE | U0J-PLATINUM FWD | All Oem Pkg's | 1.65% |
| 288 | >2022 | 45-ESCAPE | U0K-SEL PHEV FWD | All Oem Pkg's | 1.65% |
| 289 | >2022 | 45-ESCAPE | U0L-TIT PHEV FWD | All Oem Pkg's | 1.65% |
| 290 | >2022 | 45-ESCAPE | U9B-SE FHEV AWD | All Oem Pkg's | 1.65% |
| 291 | >2022 | 45-ESCAPE | U9C-SEL FHEV AWD | All Oem Pkg's | 1.65% |
| 292 | >2022 | 45-ESCAPE | U9D-TIT FHEV AWD | All Oem Pkg's | 1.65% |
| 293 | >2022 | 45-ESCAPE | U9F-BASE AWD | All Oem Pkg's | 1.65% |
| 294 | >2022 | 45-ESCAPE | U9G-ACTIVE AWD | All Oem Pkg's | 1.65% |
| 295 | >2022 | 45-ESCAPE | U9H-SEL AWD | All Oem Pkg's | 1.65% |
| 296 | >2022 | 45-ESCAPE | U9J-PLATINUM AWD | All Oem Pkg's | 1.65% |
| | >2022 | Police Vehicles | | | |
| 298 | >2022 | Police SUV | K8A-4DR AWD POLICE | All Oem Pkg's | 1.65% |
| 299 | >2022 | Police F150 | W1P-F150 POL RESP | All Oem Pkg's | 1.65% |

# Mileage Statement:

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge $2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

# DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a $400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a “brokered” sale. The transaction is original and direct between entities adhering to the Manufacturer’s franchise agreements and the manufacturer’s statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.

Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

# AMO percent Markup

Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.

| AMO. ITEM # | Category | OEM Brand. | Ceiling % Markup | Note |
|---|---|---|---|---|
| 1 | CRANES | Auto Crane | 13% | |
| 2 | CRANES | Stellar | 13% | |
| 3 | CRANES | Liftmoore | 13% | |
| 4 | CRANES | Venturo | 13% | |
| 5 | CRANES | Tiger | 14% | |
| 6 | CRANES | VMAC | 14% | |
| 7 | Machines | Vanair | 14% | |
| 8 | Machines | Boss | 14% | |
| 9 | Machines | CAS | 14% | |
| 10 | Machines | American Hydraulic | 14% | |
| 11 | Machines | VMAC | 14% | |
| 12 | Machines | Wachs | 14% | |
| 13 | Machines | Cues | 14% | |
| 14 | Machines | Muncie | 14% | |
| 15 | Machines | Chelsea | 14% | |
| 16 | Service Body | Knapheide | 14% | |
| 17 | Service Body | CM | 14% | |
| 18 | Service Body | Godwin | 14% | |
| 19 | Service Body | Crysteel | 14% | |
| 20 | Service Body | Rugby | 14% | |
| 21 | Service Body | Blue Ridge | 14% | |
| 22 | Service Body | Duraclass- Brand FX | 14% | |
| 23 | Service Body | Stellar- Hooklift | 14% | |
| 24 | Service Body | Switch N Go | 14% | |
| 25 | Service Body | Venco | 14% | |
| 26 | Service Body | TPL- Lube Body & Skids | 14% | |
| 27 | Service Body | Reading | 14% | |
| 28 | Service Body | Palfinger | 19% | |
| 29 | Service Body | Dakota Body | 14% | |
| 30 | Service Body | Auto Crane | 14% | |
| 31 | Service Body | Terex | 30% | Extended Lead time |
| 32 | Service Body | Peterson | 34% | Extended Lead time |
| 33 | Service Body | Altec | 34% | Extended Lead time |
| 34 | DogBody | Mavron | 22% | |
| 35 | DogBody | Bowie International | 20% | Extended Lead time |
| 36 | LIFTGATES | Tommy Gate | 18% | |
| 37 | LIFTGATES | Waltco Liftgate | 18% | |
| 38 | LIFTGATES | Maxon Liftgates | 18% | |
| 39 | LIFTGATES | Dhollandia Liftgates | 18% | |
| 40 | LIFTGATES | Anteo Liftgates | 18% | |
| 41 | LIFTGATES | Thieman Liftgates | 18% | |
| 42 | LIFTGATES | Theiman | 18% | |
| 43 | Accessory | Buyers Products | 29% | |

| AMO. ITEM # | Category | OEM Brand. | Ceiling % Markup | Note |
|---|---|---|---|---|
| 44 | Accessory | UWS | 29% | |
| 45 | Accessory | Curt | 29% | |
| 46 | Accessory | Betterbuilt | 29% | |
| 47 | Accessory | Enpak/Miller | 29% | |
| 48 | Accessory | US Tarp | 29% | |
| 49 | Accessory | Chelsea | 29% | |
| 50 | Accessory | Muncie | 29% | |
| 51 | Accessory | Decked | 29% | |
| 52 | Accessory | Kussmall | 29% | |
| 53 | Accessory | Tigertough | 29% | |
| 54 | Accessory | Warn | 29% | |
| 55 | Accessory | Weatherguard | 29% | |
| 56 | Accessory | Roll n Lock | 29% | |
| 57 | Accessory | Retrax | 29% | |
| 58 | Accessory | ARE | 29% | |
| 59 | Accessory | Ranch | 29% | |
| 60 | Accessory | Century | 29% | |
| 61 | Accessory | LineX | 29% | |
| 62 | Accessory | Toff Brand | 29% | |
| 63 | Accessory | Aervoe | 29% | |
| 64 | Accessory | Amerex | 29% | |
| 65 | Accessory | Keystone Automotive | 29% | |
| 66 | Accessory | Meyer Distributing | 29% | |
| 67 | Accessory | Wanco (Arrow/Message Boards) Speed Trailers | 29% | |
| 68 | Accessory | Bak Flip | 29% | |
| 69 | Accessory | Cargo Glide | 29% | |
| 70 | Accessory | JBC Safety: Traffic Safety Products | 29% | |
| 71 | VAN BODY | Rockport | 14% | |
| 72 | VAN BODY | Complete Van Body | 14% | |
| 73 | VAN BODY | Conyers Mfg. | 14% | |
| 74 | VAN BODY | Supreme Corporation | 14% | |
| 75 | VANS | Masterack | 22% | |
| 76 | VANS | Legend | 22% | |
| 77 | VANS | Kargo Master | 22% | |
| 78 | VANS | Prime Design | 22% | |
| 79 | VANS | Weatherguard | 22% | |
| 80 | VANS | Ranger | 22% | |
| 81 | AERIAL | Duralift Aerial Devices | 22% | Package Disc available |
| 82 | AERIAL | Axion Aerial Devices | 22% | Package Disc available |
| 83 | AERIAL | Challenger Aerial Devices | 22% | Package Disc available |
| 84 | AERIAL | ALTEC | 33% | Package Disc available |
| 85 | AERIAL | Stamm Mfg | 24% | Package Disc available |
| 86 | LIGHTING | Trafcon Signals | 20% | |
| 87 | LIGHTING | WHELEN | 20% | |
| 88 | LIGHTING | Soundoff | 20% | |
| 89 | LIGHTING | Brookings | 20% | |
| 90 | LIGHTING | Metra | 20% | |
| 91 | LIGHTING | Code 3 | 20% | |

| AMO. ITEM # | Category | OEM Brand. | Ceiling % Markup | Note |
|---|---|---|---|---|
| 92 | LIGHTING | hg2 | 20% | |
| 93 | LIGHTING | Unity | 20% | |
| 94 | LIGHTING | Streamlight | 20% | |
| 95 | LIGHTING | Ecco | 20% | |
| 96 | LIGHTING | SpeedTech | 20% | |
| 97 | LIGHTING | Bayco | 20% | |
| 98 | LIGHTING | Able 2 Products | 20% | |
| 99 | LIGHTING | Go Light | 20% | |
| 100 | LIGHTING | Maxxima | 20% | |
| 101 | LIGHTING | Star | 20% | |
| 102 | LIGHTING | Pelican Products | 20% | |
| 103 | LE DEVICE | Phillips Aed's | 20% | |
| 104 | LE DEVICE | Zoll Aed's | 20% | |
| 105 | LE DEVICE | Watchgaurd | 20% | |
| 106 | LE DEVICE | Digital Ally | 20% | |
| 107 | LE DEVICE | Mag light | 20% | |
| 108 | LE DEVICE | Stalker | 20% | |
| 109 | LE DEVICE | AceK9 | 20% | |
| 110 | LE DEVICE | Panasonic | 20% | |
| 111 | LE DEVICE | Intermotive | 20% | |
| 112 | LE DEVICE | Dell | 20% | |
| 113 | LE DEVICE | Angel Armor | 20% | |
| 114 | LE DEVICE | Brother Printers and Accessories | 20% | |
| 115 | LE DEVICE | ISBI Window Ballistics | 20% | |
| 116 | LE DEVICE | Zebra printers and Tablets | 20% | |
| 117 | LE DEVICE | Tremco | 20% | |
| 118 | LE DEVICE | Santa Cruz | 20% | |
| 119 | LE DEVICE | Big Sky Gun Racks | 20% | |
| 120 | LE Metal | Gamber Johnson | 20% | |
| 121 | LE Metal | Havis | 20% | |
| 122 | LE Metal | Pro-Gard | 20% | |
| 123 | LE Metal | Setina | 20% | |
| 124 | LE Metal | Troy | 20% | |
| 125 | LE Metal | Jotto | 20% | |
| 126 | LE Metal | American Aluminum | 20% | |
| 127 | LE Metal | Westin | 20% | |
| 128 | LE Metal | GoRhino | 20% | |
| 129 | LE Metal | Sterling | 20% | |
| 130 | LE Metal | RanchHand | 20% | |
| 131 | LE Metal | Highway Safety Products | 20% | |
| 132 | LE Metal | Ram Mount | 20% | |
| 133 | LE Metal | Plastix Plus | 20% | |
| 134 | LE Metal | Tuffy Products | 20% | |
| 135 | LE Metal | Tufloc-Esmet | 20% | |
| 136 | LE Metal | Lund | 20% | |
| 137 | LE Metal | Ops Products | 20% | |
| 138 | LE Metal | Ray Allen K9 | 20% | |
| 139 | LE Metal | Laguna | 20% | |
| 140 | LE Metal | LEM Solutions: Printer Mounts | 20% | |

| AMO. ITEM # | Category | OEM Brand. | Ceiling % Markup | Note |
|---|---|---|---|---|
| 141 | WheelChair | Braun | 15% | |
| 142 | WheelChair | Century | 15% | |
| 143 | WheelChair | Mobility Works | 15% | |
| 144 | WheelChair | Mathews Bus | 15% | |

# Bid Boiler Plate and Addenda

Bradford County Sheriff's Office
Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

# Request for Proposal

## Automotive pursuit vehicles, light truck and SUV's, Medium Duty vehicles and equipment.

## [BCSO 22-27-1.0] Rev. 6/21/23

The Bradford County Sheriff's Office; herein "BCSO", Bradford County, Florida requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and its eligible users.

## A. TIMELINE OF EVENTS

| | |
|---|---|
| Bid Announcement | 8/22/22 |
| Deadline for Questions | 9/02/22; george_konkel@bradfordsheriff.org |
| Bid Due Date | 9/06/22 at 10am eastern |
| Anticipated Date of Award | 9/12/22 |

## B. DEFINITIONS

**Base Vehicle Specification** – Commodity specifications established by the Department, that may include vehicle size, axle configuration, class, gross vehicle weight rating (GVWR), and other information listed by the Department herein, which identifies the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a Manufacturer on their standard base version of the Commodity.

**Bid** – The document(s) submitted by a Bidder in response to this ITB.
**Bidder** – A vendor who submits a bid to this ITB. May be a Manufacturer or Dealer.

**Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

**Component, Feature, or Configuration** – An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Representative Model, OEM Option, Required Aftermarket Option, or Identified Aftermarket Option.

**Confidential Information** – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

**Contract** – The written agreement between the Department and the awarded Bidder(s) resulting from this solicitation.

**Contractor** – A Vendor that enters into a Contract with the Department as a result of this solicitation. A Contractor may be a Manufacturer or Dealer.

**Customer** – Governmental entity identified as an Eligible User.

**Concession** - Manufacturer's discount allowance for a specific vehicle related to a specific sale type i.e. governmental use sales as designated by a manufacturer

**Dealer** – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options from the Manufacturer responsive to this solicitation. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

**Department** – The Sheriff's Office of Bradford County.

**Fee** - Amount of payment remitted back to Bradford County Sheriff's office upon the sale of any motor vehicle purchased off this contract. VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid, due the 20th of the month for deliveries made in the prior month.

**Disposal Fee:** Awarded vendor is capped at a net disposal fee of $400 per used vehicle, net of transportation costs and auction fees, supported by corresponding documentation. The remainder of dispositional funds will be remitted back to agency of record.

**Identified Aftermarket Option** – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Representative Model by the awarded Contractor. Awarded vendor must state Labor Rate at an amount below that dealership's published service department warranty labor rate accepted by the OEM. The discounted labor rate multiplied by the hours to install will be totaled and itemized on the PQF (price quote form) for each aftermarket option requested. If labor is included in an item, dealer must indicate on the PQF. [edited 6/21/23]

**Local Vendor:** Local preference is allowed to Bidders that have a principal place of business, registered, and verified withing Bradford, Clay, St. Johns, Duval or Nassau County. (edited 9/1/22)

**Manufacturer/Brand** – The original producer or provider of Motor Vehicles responsive to this solicitation which possess the minimum quality, reliability, service, and value required by the Department and Customers.

**Manufacturer's Last Order Date** – The final date on which the Manufacturer stops producing the model year of a Representative Model which meets the requirements, specifications, terms, and conditions of the Contract.

**Manufacturer's Suggested Retail Price (MSRP)** – The Manufacturer's recommended retail selling price, list price, catalog price, distributor price, published price, or other usual customary pricing that would be paid by the purchaser for specific Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and contractual services without benefit of a Contract resulting from this solicitation, if awarded. MSRPs are formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. If two or more prices fit this definition for a pertinent Commodity, equipment model or contractual service, the Bidder will supply the lowest price as the MSRP.

**MSRP Credit** – The MSRP price of the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature, or configuration that is deducted from the Representative Model price paid by the Customer if the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature or configuration is removed from the vehicle.

**Price List** – A collection of MSRPs and invoice costs and related information broken down by specific Representative Models and their associated OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. Prices shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data Carbook Pro Fleet Edition.

**Price Sheet** – The MSRP Sheet provides the MSRP and specification(s) for the Representative Model(s) bid. Also known as a Build Sheet.

**Net Price** – The final price after applying all discounts and credits.

**Original Equipment Manufacturer (OEM)** – The original producer of a Commodity and/or service.

**OEM Options** – A motor vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the standard equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

**Representative Model** – A Department specified Motor Vehicle, that may include Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, or configurations different than those provided by a Manufacturer, port, and Dealer on their standard version of the Commodity. Also known as Standard Model or Vehicle, Representative Vehicle, Motor Vehicle, Base Vehicle, or Vehicle.

**Required Aftermarket Option** – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to the Representative Model by the awarded Contractor.

**Vendor** – An entity providing Motor Vehicles. Also known as Manufacturers or Dealers.

# C. OBJECTIVE

Bradford County Sheriff's Office intends to enter into a contract with an Automotive dealer(s) for the procurement of NEW, unused, light and medium duty trucks, sport utility vehicles and police rated vehicles.

Price structure is to be established for the base represented vehicle inclusive of all manufacturer's standard equipment (no deletions or substitutions allowed without prior approval), OEM options, and aftermarket vehicle related components. No incomplete vehicles are to be purchased off this agreement. All incomplete vehicles

requiring further modification will have a second stage manufacture's certificate of origin and be certified as "complete" according to the current FMVSS published guidelines and any statutory laws that govern.

The Bradford County Sheriff's Office intends on making this agreement accessible to other governmental entities as eligible users to include: City and County Agencies, Municipalities, Development Districts, Universities and Colleges collectively known as governmental entities including not-for-profit political subdivisions.

# D. TERM

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years, or extended. by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with Vendor approval.

# E. RIGHT TO REJECT BIDS

BCSO may reject any Bid not submitted in the manner specified by this solicitation.
Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non- responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsive. BCSO reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the Sheriff's Office to do so.

# F. ADDENDA

It is the responsibility of the vendor to review any addenda posted by the department in accordance with the timeline of events.

# G. PUBLIC OPENING

Bids will be opened on the date and at the location indicated in the 'Timeline of Events 'section. Bidders are not required to attend. The Department will only announce the names of Bidders who submitted a Bid at this public meeting, in accordance with section 119.071(1)(b), F.S.

# H. PREFERENCE

Local preference is allowed to Bidders that have a principal place of business, registered and verified within Bradford, Clay, St. Johns, Duval or Nassau County, in the amount of 4% (four points) of the lowest-responsive bid submitted. In addition, preference to Florida businesses per Florida Statute 287.084 is recognized and added to the local county preference in the amount of 5%, (five points).

# I. BID AWARD EVALUATION AND TIE BIDS

BCSO has the right to award multiple bidders in this solicitation. The responsive bids and responsible bidders will be scored according to the following points evaluation table:

| CATEGORY | Category Description | Maximum Points |
|---|---|---|
| 1.0 | Pricing | 56 |
| 2.0 | Location in Florida | 5 |
| 3.0 | Local County Preference | 4 |
| 4.0 | Performance Volume Certification | 35 |
| 5.0 | Proposal | 25 |
| Total | | 125 |

**[CATEGORY 1.0] PRICING:**
The conversion rule for pricing points allowance is as follows:

| Ranking | Maximum Points Awarded | Bid Submission | Example |
|---|---|---|---|
| First Place | 56 | Lowest Percentage over cost | 5% over cost |
| Second Place | 44 | Second Lowest Percentage | 5.1% over cost |
| Third Place and greater | 0 | Third Lowest Percentage | 5.25% over cost |

**[CATEGORY 2.0] LOCATION IN FLORIDA:**
Dealer must submit dealer registration and or Business registration document showing Florida address as principal place of business.

**[CATEGORY 3.0] LOCAL PREFERENCE:**
Bidding Dealership must be located in counties specified in Section H.

**[CATEGORY 4.0] PERFORMANCE VOLUME CERTIFICATION:**

Vendor's Financial Stability and verified-historical-ability to process volume of Governmental purchases. Dealer must submit annual volume of vehicle sales to governmental customers for 2 year period, Maximum volume is ranked. Highest volume of deliveries receives total points allowance of 35 points. This will be verified through OEM representative's signed manufacturer's certification document.

TIE BIDS: The finishing order in the event of a tie bid requires both businesses to have a qualifying drug-free work program then the award finish will be determined using the following criteria: 1. Bidder place of business radius from the Bradford County Sheriff's Office [20 points] 2. Vendors performance record with purchasers [10 points]

BID EVALUATION EXAMPLE

| CATEGORY | Category Description | Bidder A Clay County | Bidder B Georgia Dealer | Bidder C Bradford County | Maximum Points |
|---|---|---|---|---|---|
| Bid | % over Cost | 3% | 2% | 1% | |
| 1.0 | Pricing | 56 | 44 | 0 | 56 |
| 2.0 | Location in Florida | 5 | 0 | 5 | 5 |
| 3.0 | Local County Preference | 4 | 0 | 4 | 4 |
| 4.0 | Performance Volume Certification | 35 | 0 | 0 | 35 |
| 5.0 | Response | 10 | 20 | 25 | 25 |
| | Total | 110 | 64 | 34 | 125 |
| | Ranking | First | Second | Third | |

# J. CHANGE ORDERS AND EQUIPMENT DELIVERY

The vendor shall notify the Bradford County Sheriff's Office, in writing. of all Change Orders for every piece of equipment/ installation purchased. Change Orders shall be approved by the Bradford County Sheriff's Office's Fleet Management Department.

Change Orders shall include the following as a minimum:

A. Changes to be made (i.e., equipment, equipment components, equipment installation, accessories, accessory components).

B. Additional time associated with any changes, (if any).

C. Additional cost associated with any changes, (if any).

The Bradford County Sheriff's Office shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. A copy of all Change Orders shall be sent to the addresses listed below:

Attn.: Chief of Operations/Major G. Konkel

Bradford County Sheriff's Office

Fleet Management Department

945-B North Temple Avenue

Starke, Florida 32091

Phone Number- (904) 964-2276

Fax Number - (904)966-6160

The vendor shall state in their proposal process used to establish delivery dates for the various vehicles. Bidder shall state delivery times, after receipt of order (ARO), for all types of vehicles offered by the bidder. Vendor shall deliver all equipment to Bradford County Sheriff's Office free of charge.

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;

- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);

- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;

- Verification that the hour meter does not exceed five (15) hours for equipment;

- Owner's manual and warranty manual to accompany each vehicle and equipment; and

- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this document or any alterations may not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided.
  The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.
  Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.
  Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

- Deliveries of less than 550 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE"

cover on light bars.

- All deliveries in excess of 550 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 550 odometer miles and may deduct $0.51 cents per mile in excess of 550 miles from the invoice, unless distance above 550 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (15) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

# K. INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order

2. Copy of the applicable Vehicle or equipment specification

3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment

4. Copy of Pre-Delivery Service Report

5. Warranty Certification

6. Owner's manual

7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative.
Deliveries that do not include the above items will be considered incomplete and can be refused.

# L. PROPOSAL RESPONSE REQUIREMENTS

Any bidder's response to the RFP should include the following information at a minimum. Points are scored based on content, selection and diversity. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the requested information and documents to be considered responsive.

The Bradford County Sheriff's Office reserves the right to seek additional / supplemental information on specific issues as needed.

All bid documents should be sealed in an envelope addressed to the Bradford County Sheriff's Office (Attn Major George Konkel) with the bid number clearly indicated and opening date and time. No bids will be considered that are later than the requested due date on the timeline.

**Bradford County Sheriff's Office**
**Attn. Major George Konkel**
**945-B North Temple Ave.**
**Starke, Fl. 32091**

**TAB 1: EXECUTIVE SUMMARY (10 POINTS)**

A. Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must include the signer of the proposal and must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

B. Business location(s)

C. Governmental References for similar scope of work

**TAB 2: QUALIFYING DOCUMENTS (10 POINTS)**

A. Manufacturer's certification and historical performance volume metrics (this item will be ranked and scored independently and considered in the overall bid award.

B. Business registration, dealer registration

C. Representations / Certifications

D. Local Vendor affidavit as defined in definitions (section H) (edited 9/1/22)

**TAB 3: FINANCIALS (5 POINTS)**

A. Provide a company income statement and balance sheet for review. The purpose of this information is to ensure the vendor has the financial strength / stability to satisfy the demands of the department.

B. Vendor's Federal IRS form: w9

**TAB 4: PRICE PROPOSAL**

Part 1: In tabular format, bidder will list OEM brand name, and representative model / description, with corresponding percentage "profit" over dealer invoice. This percentage value is the basis for the ranking in the bid award tabulation. This percentage should include all profit, prep fees, delivery to the Bradford County Sheriff's Office, and BCSO one half of one percent contract fee. The percentage should be published up to two decimal places. Note: It is not necessary to publish vehicle invoice amounts as these will be captured upon quoting by the awarded dealer.
Percentages are to be the same within a dealer's bid covering all models submitted. It is assumed that bidder for a particular OEM brand will make available all models unless exclusions are submitted with proposal.

Part 2: Bidder will offer brand names of all second stage manufacturing products and the corresponding discounts off MSRP and/or % over dealer cost (edited 9/1/22)
Part 3: Delivery charge per mile to include cost for fuel for deliveries made in any location other that the BSCO office.

## M. RFQ: PRICE QUOTING UPON AWARD

Upon award, to ensure pricing integrity, awarded dealer will quote using the following format:

| Vehicle: Part 1 | Invoice | | Total part 1 & 2 |
|---|---|---|---|
| Representative OEM Make, Model, description, model year and price | $ | | |
| OEM option content | $ | | |
| OEM governmental concession discount | ($_____) | | |
| Bid percentage markup | +% | | |
| Total Vehicle | | | |
| AMO: Part 2 | | MSRP | |
| | | Requested Aftermarket options, brand name & description | $ |
| | | OEM percentage discount or % over cost | ($_____) |
| | | Plus Aftermarket Total Plus Labor hr. x rate/hr | $ |
| Total Vehicle Plus Total AMO | | | Is Total |

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE FIRST AMENDMENT TO THE AGREEMENT DATED NOVEMBER 27, 2017, BETWEEN BAL HARBOUR VILLAGE AND PROGRESSIVE WASTE SOLUTIONS OF FLORIDA, INC. D/B/A WASTE CONNECTIONS OF FLORIDA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE**

**Issue:**

Should the Village Council approve the amendment to the Waste Connection agreement

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☒ Beautiful Environment | ☐ Safety | ☒ Modernized Public Facilities/Infrastructure |
| ☐ Destination & Amenities | ☐ Unique & Elegant | ☒ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

The term of the First Amendment to the agreement with Waste Connections, who provide Solid Waste, Bulk Waste and Recycling services to the Village, is due to expire on September 30, 2025. Although there is an option to renew by the Village for up to two (2) additional five (5) year extensions, representatives of Waste Connection of Florida requested to re-negotiate the existing agreement due to the impact the CPI 3% rate cap had on them, which was part of the rate structure of the existing agreement. After extensive negotiations, that included CPI discussion, scope of service detail and an understanding of current market conditions and pricing, the Village and Waste Connections agreed to new rate terms as spelled out in the amendment to the Agreement.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | X | X | X |

**Sign off:**

| Director Title | Chief Financial Officer | Village Manager |
|---|---|---|
| Julio E. Magrisso | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: Sept 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE FIRST AMENDMENT TO THE AGREEMENT DATED NOVEMBER 27, 2017, BETWEEN BAL HARBOUR VILLAGE AND PROGRESSIVE WASTE SOLUTIONS OF FLORIDA, INC. D/B/A WASTE CONNECTIONS OF FLORIDA FOR RESIDENTIAL SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

## BACKGROUND

On April 27, 2012, Bal Harbour Village and Progressive Waste Solutions of FL, Inc., d/b/a Waste Connections of Florida entered into an agreement for residential Solid Waste, Bulk Waste and Recycling collection services. After that, and to secure a long-term commitment, an amendment to the original agreement was entered into on November 27, 2017. That amendment, in force today, provided for a predictable future rate structure to include a 3% CPI cap. Additionally, it enhanced the service for recycling, bus shelter service and the hazardous and household chemical disposal events.

The Term of Agreement of the First Amendment to the Agreement was for a period of eight (8) consecutive years commencing on October 1, 2017, through September 30, 2025, with an option to renew by the Village for up to two (2) additional five (5) year extensions.

In early May of 2025, and in anticipation of the upcoming term completion of September 2025, representatives of Waste Connection of Florida requested that the Village re-visit the rate structure of the existing agreement due to the impact the CPI 3% rate cap had on them. The Public Works Department and Waste Connections representative then began an extensive period of negotiations.

## ANALYSIS

As part of the services provided by Waste Connections, they provide the following:

- Single-Family Homes
    - Solid Waste Collection- Back Door service three (3) times per week
    - Bulk Waste Collection-Curbside Service one (1) time per week
    - Recycling Collection- Back Door Service two (2) times per week
- Ocean Front Condos
    - Containerized Collection Service seven (7) days a week
    - Bulk Waste Collection- on call on Thursdays
    - Recycling Collection Services two (2) times per week of 96-gallon carts
- Residential multi-family
    - Solid Waste Collection- three (3) times per week
    - Bulk Waste Collection- on call on Thursdays
    - Recycling Collection Services two (2) times per week of 96-gallon carts

On June 20, 2025, the Village received Waste Connection's first proposal for the October 2025 renewal with a blended rate increase from $21.76 monthly per household unit to $25.68, an 18% increase. The blended rate considers the rate charged for residential and multi-family units divided by the total number of units of each. Currently, Waste Connections services 177 single family residences and 2,666 multi-family. As part of their proposal, they referred to the inflationary impact on their costs during the previous 4 years, as documented by the Bureau of Labor Statistics CPI index. This presented a substantial challenge for them to keep the current rate structure. The initial proposal increased the total monthly cost paid by the Village from $61,865 to $73,025.

Although we differ slightly with Waste Connections and the CPI index they referenced, three of the years in question did have a marked CPI increase. The CPI increase published for 2021 was 5.7% and in 2022 was recorded at 9.6%. Most recently, 2023 came in at 7.3% and 2024 at slightly under 3%.

In an effort to evaluate market conditions, Public Works analyzed neighboring municipalities' rate structures and scope of services for solid waste, recycling and bulky waste pickup. These include Miami Beach, North Miami Beach, Coral Gables, Hialeah and Bay Harbor. Although every municipality differs in geographic service distances, residential make-up (single-family and multi-family) and demand a different level of service (number of weekly pick-ups), the rate structure and market value of our level of service became clear. The average blended rate of these municipalities listed would yield a monthly cost to the Village closer to $ 80,000.

This data assisted us in our further spirited discussions with Waste Connections. As a response, the Village received another renewal rate offer on August 22, 2025. This new proposal's blended rate increase went from $21.76 monthly per household unit to $25.10, which is $0.58 lower than the original proposal of $25.68. This would bring our monthly cost to $ 71,355.

Another aspect of the October amended agreement refers to the CPI Cap. Originally, as mentioned before, the CPI was capped at 3%. The new CPI Cap will increase to 5%. If the CPI is less than the cap, the rate will only be increased by the recorded index rate by the Bureau of Labor Statistics. Additionally, the hours of operation will increase giving the Village one more hour of service within the permitted code ordinance.

Given the quality of service that Waste Connections has provided all these years, and the spirit they showed in their desire to continue servicing us, agreeing to these amendments is appropriate. As shown with our market analysis, if the service is bid out, we may wind up paying more than is being proposed, let alone the expected disruption and learning curve with a new company.

## ***THE BAL HARBOUR EXPERIENCE***

The continuation of the Waste Connections service and amendment to the agreement directly aligns with the Village's mission to deliver the distinctive *Bal Harbour Experience* by reinforcing the community's commitment to cleanliness and sustainability and to be stewards of environmental responsibility.

## **CONCLUSION**

This resolution approves the amendment to the first amendment to the agreement of Waste Connections for solid waste, recycling and bulky waste pickups.

Extensive discussions with the vendor, and our analysis of other municipalities, led us to a final proposal where our blended rate increases from $21.76 monthly to $25.10 per household unit. The proposed increase keeps us below market and is reasonable as negotiated given the Village's level of service. Our level of service for single family and multi-family residences, as described above, exceeds the vast majority of other communities by servicing the residents 3 times weekly for solid waste, 2 times for recycling, and weekly for bulky waste pickup, (ie, 3-2-1 per week). The norm is usually 2-1, and bulky waste either monthly or on demand with limits. This additional service comes at a cost and is already factored in. The Oceanfront condos are serviced daily.

The new monthly payment of $71,355 is up from $ 61,865. This is equivalent to a 15.3% increase over prior year, of which approximately 3% accounts for current year's expected CPI adjustment and 12.3% for four (4) prior year's catch-up to market.

With these favorable rates and quality service, it is likely that going out to bid will amount to higher costs, expected service interruptions and learning curve when switching to another vendor. Waste Connections has, by all accounts, provided an excellent level of service throughout the term of their agreement.

I recommend your approval of this resolution.

**RESOLUTION NO. 2025____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE FIRST AMENDMENT TO THE AGREEMENT DATED NOVEMBER 27, 2017, BETWEEN BAL HARBOUR VILLAGE AND PROGRESSIVE WASTE SOLUTIONS OF FLORIDA, INC. D/B/A WASTE CONNECTIONS OF FLORIDA FOR RESIDENTIAL SOLID WASTE, BULK WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** On April 27, 2012, Bal Harbour Village and Progressive Waste Solutions of FL, Inc., d/b/a Waste Connections of Florida ("Waste Connections") entered into an agreement for residential Solid Waste, Bulk Waste and Recycling collection services; and

**WHEREAS**, to secure a long-term commitment, an amendment to the original agreement was entered into on November 27, 2017; and

**WHEREAS,** that 2017 amendment provided for a predictable future rate structure to include a 3% CPI cap, enhanced recycling service, bus shelter service and hazardous and household chemical disposal events ; and

**WHEREAS**, The term of the First Amendment to the Agreement was for eight (8) years commencing on October 1, 2017, through September 30, 2025, with an option to renew by the Village for up to two (2) additional five (5) year extensions; and

**WHEREAS,** in an effort to evaluate market conditions, Public Works analyzed neighboring municipalities rate structures and scope of services for solid waste, recycling and bulky waste pickup; and

**WHEREAS**, on June 20, 2025, the Village received an initial proposal for the October 2025 contract renewal date, and after further negotiations , on August 22, 2025 Waste Connections proposed a new rate applicable to the extension, which is aligned with current market conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Amendment Accepted.** That the amendment to the agreement with Waste Connections for the solid waste, recycling and bulk waste services is hereby accepted.

**Section 3 Expenditure Approved**. The Village is authorized to expend the funds necessary to comply with the amended agreement.

**Section 4. Implementation**. The Village Manager is hereby authorized to execute the amended agreement and take all necessary actions to implement the purposes of this Resolution.

**Section 5. Effective Date**. That this resolution shall take effect immediately upon adoption hereof.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- VILLAGE -

# COUNCIL ITEM SUMMARY

**Condensed Title:**

**RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.**

**Issue:**

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

**The Bal Harbour Experience:**

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure
☒ Destination & Amenities ☒ Unique & Elegant ☐ Resiliency & Sustainable Community

**Item Summary / Recommendation:**

The Village contracts with sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour as a tourism destination. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first 10 months of the FY 2024-25 is the highest on record for the Village, with 5 of the 10 months being a record high, and with 8 of the 10 months being higher than the revenues from those same months in FY 2023-24. Bal Harbour experienced this growth even as tourism overall in the region has been impacted in several ways, including a drop in the number of passengers at the 2 major airports in S. Florida this year as compared to previous years. The GMCVB expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. As part of the analysis by EY, it was recommended that the Village continue its use of in-market representatives to promote the Village, as this strategy aligns with industry best practices. Given the recent tourism concerns which may impact travel, having in-market representation now is even more important. Taking into consideration the concern raised in the past about the contracting of these Representatives with no mechanism to fully understand the impact of their individual efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress. Due to a delay in the analysis of the data, which is summarized in the Council Memorandum, the KPIs for each Representative are still in the process of being developed, in tandem with EY. This delay, however, should not prevent the Village from contracting with the various Representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.**

**Advisory Board Recommendation:**

Resort Tax Committee.

**Financial Information:**

| | Amount | Vendor | Account # |
|---|---|---|---|
| (1) | $40,000 | Argentina / Chile - Carmen Florio / D*LX REP | 10-52-504860 |
| (2) | $40,000 | Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO | 10-52-504861 |
| (3) | $36,000 | Brazil Sales – Marcia Chiota / ON REQUEST | 10-52-504851 |
| (4) | $40,000 | Mexico - Another Company / ACCOMS LATAM | 10-52-504864 |
| (5) | $57,000 | U.S. /Canada - Suzanne Corbo | 10-52-504865 |

**Sign off:**

| Director of Tourism | Chief Financial Officer | Village Manager |
|---|---|---|
| Ramiro J. Inguanzo | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of each of these Resolutions.

## BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Bal Harbour as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets throughout the world who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2024-25 is the highest ever on record for the Village, so far, with five of the ten months being a record high, and with eight of the ten months being higher than the revenues from those same months in FY 2023-24. In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area had the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with an eight percent increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area

also had the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne.

Bal Harbour experienced this growth in tourism, even as tourism overall in the region is being impacted in several ways. South Florida's two major airports have experienced a drop in the number of passengers this year as compared to previous years. During the first half of 2025, which ended June 30, the number of passengers passing through Miami International Airport decreased when compared to the same period last year, something which has not happened since 2017, excluding the pandemic year of 2020. Visitors from Canada to Miami-Dade County fell 4% last year and the Greater Miami Convention and Visitors Bureau (GMCVB) expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. federal government.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry. Given the recent tourism concerns which may impact travel to the U.S. and to our region, having in-market representation is more important than ever. Taking into consideration the concern raised in the past about the contracting of these representatives which has been that there is no mechanism to fully understand the impact of the individual representative's efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally relying on an incomplete combination of data from several sources, including our overall digital marketing efforts, data from the Greater Miami Conventions & Visitors Bureau and our Resort Tax collections, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village met with representatives from several vendors who specialize in this area. Tourism Economics emerged as the preferred vendor as they collect data from both domestic and international individuals. In October 2024, the Village contracted with Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for Bal Harbour. After a three-month review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. The Tourism Economics engineering team has been working to develop alternatives to further optimize the data, so that when the sample is stronger, they will have the flexibility to conduct deeper and more meaningful analyses – such as cross-visitation trends within custom date ranges, event-specific reporting, dwell-time filtering, and more.

As a result of this delay in the analysis of the data, the KPIs for each of the representatives are still in the process of being developed, in tandem with EY and Tourism Economics. This delay should not prevent the Village from contracting with the various representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts summarized below:

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada.

These Representatives are well connected within the tourism industry of their markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

**Argentina / Chile**

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Argentina And Chile Sales & Marketing | Carmen Florio / D*LX REP | $40,000 |

**Brazil**

The Brazil market is the largest which comes to Bal Harbour, therefore, the Village has traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing.

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil Public Relations | Flavia Pacheco / SPOKE COMUNICACAO | $40,000 |

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil<br>Sales & Marketing | Marcia Chiota /<br>ON REQUEST | $36,000 |

**Mexico**

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

| Market | Representative | Annual Fee |
|---|---|---|
| Mexico – Marketing<br>and Public Relations | Another Company /<br>ACCOMS LATAM | $40,000 |

**United States / Canada**

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

| Market | Representative | Annual Fee |
|---|---|---|
| U.S. and Canada | Suzanne Corbo | $57,000 |

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

***THE BAL HARBOUR EXPERIENCE***

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

**CONCLUSION**

These professionals provide valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH SUZANNE CORBO FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR THE UNITED STATES AND CANADA IN THE AMOUNT NOT TO EXCEED $57,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

**WHEREAS,** Suzanne Corbo ("Corbo") has been the Sales and Marketing Representative for the United States and Canada markets since August 2009; and

**WHEREAS**, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of $57,000; and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Agreements Approved.** That the Professional Service Agreement for Corbo in the amount of $57,000 is hereby approved.

**Section 3. Expenditures Approved.** That the expenditure of funds for the provisions of services by this consultant is hereby approved.

**Section 4. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

**Section 5. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

# Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Corbo Consulting, Inc, ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Village seeks marketing and sales services in the USA and Canada; and

**WHEREAS,** the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

**SCOPE OF SERVICES**. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

## I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2025 and concluding September 30, 2026 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

## II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Four Thousand Seven Hundred and Fifty ($4,750.00) US Dollars for a total amount of Fifty Seven Thoursand Dollars ($57,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for marketing and sales initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

**EXTRAORDINARY EXPENSES.** Consultant may, following the receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the Services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred USD ($100) without the prior written consent of the Village Manager or designee.

## III. TERMINATION.

**A. Termination for Cause**.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

**B. Termination for Convenience of the Village**.

The Village may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be

entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

## V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial liability insurance in an amount acceptable to the Village.

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

## VI. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to,

attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

**VII. ENTIRE AGREEMENT**.

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

**VIII. WARRANTIES**.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

**IX. NON-EXCLUSIVITY**.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

**X. SEVERABILITY.**

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

**XI. ANTI-DISCRIMINATION**.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

**XII. NOTICES.**

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

Copy To: Susan Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Suzanne Corbo
Corbo Consulting, Inc.
14 Schweinberg Drive
Roseland, NJ 07068

**XIII. COMPLIANCE WITH LAWS.**

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

**XIV. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

**XV. SURVIVAL OF TERMS.**

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

**XVI. GOVERNING LAWS.**

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

**XVII. NO CONTINGENT FEES.**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**XVIII. WAIVER.**

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**XIX. FORCE MAJEURE.**

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

**XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

**A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

**B.** Upon request from the Village's custodian of public records, Consultant shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

**C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.

**D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

**E.** Any compensation due to Consultant shall be withheld until all records

are received as provided herein.

**F.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

## XXI. SCRUTINIZED COMPANIES.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases

to authorize the above-stated contracting prohibitions then they shall become inoperative.

**XXII. OWNERSHIP OF WORK PRODUCT.** In exchange for payment pursuant to this Agreement, Consultant hereby relinquishes its right to and agrees that the work product ("Work Product") produced by Consultant under this Agreement and all proprietary rights therein shall be and are the property of The Village. Work Product includes, but is not limited to, papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this Agreement. At The Village's sole discretion, Consultant will assign and does hereby assign to The Village all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, The Village makes no claim of ownership to pre-existing technology owned by Consultant prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Consultant incorporates any Prior Work into any Work Product, Consultant hereby grants to The Village a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product. Consultant hereby agrees to assist The Village, or its designee or assign, at Consultant's expense, to secure The Village's rights in Work Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to The Village of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that The Village may deem necessary in order to apply for and obtain such rights and in order to assign and convey to The Village, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

## I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-

vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

## II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that is does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name:("**Vendor**") Vendor FEIN:_____
Address:_____
City:_____State:_____Zip:_____
Phone number:_____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section
   893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does

not use
coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: _____
Authorized Signature

Print Name and Title: _____
Date: _____

**IN WITNESS WHEREOF,** Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:
Suzanne Corbo
Corbo Consultin, Inc
14 Schweinberg Drive
Roseland, NJ 07068

By: _____
Suzanne Corbo

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Village Clerk

Approved as to form and legal sufficiency for the use and reliance of the Bal Harbour Village only.

By:_____
Village Attorney

**EXHIBIT "A"**

The Consultant shall act as the Village's Sales representative in the United States (U.S.) and Canada and shall provide the following services:

1. Based on Village's existing and planned Hotels, Restaurants and Capital Expansion plans, development of an agreed upon year-long sales and marketing plan in accordance with budget to be submitted at start of period targeting the United States and Canada travel markets.

2. Participation in status conference calls with the Client – two calls per month.

3. Discuss action plan development – update and execute of action plan.

4. Proactively sell the Ritz-Carlton, Bal Harbour, The Sea View Hotel, The St. Regis, Bal Harbour Resort, and The Beach Haus Bal Harbour (the "Properties") as well as restaurants and the Village destination to tour operations, travel agencies, incentive houses and other travel-oriented business entities. Sales efforts focused on the promotion of the Properties shall highlight room sales efforts and special packages / promotions.

3. Organize and coordinate group/individual travel agents trips to Bal Harbour, including an airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for fam trips).

4. Provide Sales support and promotion to the Properties in the markets.

5. Travel as required to key feeder cities within the markets to conduct sales calls and make presentations to Consultants' top producing clients and contacts.

6. Organize and schedule minor local sales and promotional events, such as trade fairs and lunches with key travel partners.

7. Promote the Village and Properties through participation in Village approved trade shows within the markets.

8. Negotiate inclusion of Bal Harbour in promotional materials, travel trade catalogs, websites, and newsletters with 3rd party partners and travel trade.

9. Prepare activity reports (monthly reports, mid-year report, full-year summary) summarizing Sales activities conducted during the previous month(s).

BAL HARBOUR

- VILLAGE -

# COUNCIL ITEM SUMMARY

**Condensed Title:**

**RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.**

**Issue:**

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

**The Bal Harbour Experience:**

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure
☒ Destination & Amenities ☒ Unique & Elegant ☐ Resiliency & Sustainable Community

**Item Summary / Recommendation:**

The Village contracts with sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour as a tourism destination. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first 10 months of the FY 2024-25 is the highest on record for the Village, with 5 of the 10 months being a record high, and with 8 of the 10 months being higher than the revenues from those same months in FY 2023-24. Bal Harbour experienced this growth even as tourism overall in the region has been impacted in several ways, including a drop in the number of passengers at the 2 major airports in S. Florida this year as compared to previous years. The GMCVB expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. As part of the analysis by EY, it was recommended that the Village continue its use of in-market representatives to promote the Village, as this strategy aligns with industry best practices. Given the recent tourism concerns which may impact travel, having in-market representation now is even more important. Taking into consideration the concern raised in the past about the contracting of these Representatives with no mechanism to fully understand the impact of their individual efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress. Due to a delay in the analysis of the data, which is summarized in the Council Memorandum, the KPIs for each Representative are still in the process of being developed, in tandem with EY. This delay, however, should not prevent the Village from contracting with the various Representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.**

**Advisory Board Recommendation:**

Resort Tax Committee.

**Financial Information:**

| | Amount | Vendor | Account # |
|---|---|---|---|
| (1) | $40,000 | Argentina / Chile - Carmen Florio / D*LX REP | 10-52-504860 |
| (2) | $40,000 | Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO | 10-52-504861 |
| (3) | $36,000 | Brazil Sales – Marcia Chiota / ON REQUEST | 10-52-504851 |
| (4) | $40,000 | Mexico - Another Company / ACCOMS LATAM | 10-52-504864 |
| (5) | $57,000 | U.S. /Canada - Suzanne Corbo | 10-52-504865 |

**Sign off:**

| Director of Tourism | Chief Financial Officer | Village Manager |
|---|---|---|
| Ramiro J. Inguanzo | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of each of these Resolutions.

## BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Bal Harbour as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets throughout the world who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2024-25 is the highest ever on record for the Village, so far, with five of the ten months being a record high, and with eight of the ten months being higher than the revenues from those same months in FY 2023-24. In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area had the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with an eight percent increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area

also had the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne.

Bal Harbour experienced this growth in tourism, even as tourism overall in the region is being impacted in several ways. South Florida's two major airports have experienced a drop in the number of passengers this year as compared to previous years. During the first half of 2025, which ended June 30, the number of passengers passing through Miami International Airport decreased when compared to the same period last year, something which has not happened since 2017, excluding the pandemic year of 2020. Visitors from Canada to Miami-Dade County fell 4% last year and the Greater Miami Convention and Visitors Bureau (GMCVB) expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. federal government.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry. Given the recent tourism concerns which may impact travel to the U.S. and to our region, having in-market representation is more important than ever. Taking into consideration the concern raised in the past about the contracting of these representatives which has been that there is no mechanism to fully understand the impact of the individual representative's efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally relying on an incomplete combination of data from several sources, including our overall digital marketing efforts, data from the Greater Miami Conventions & Visitors Bureau and our Resort Tax collections, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village met with representatives from several vendors who specialize in this area. Tourism Economics emerged as the preferred vendor as they collect data from both domestic and international individuals. In October 2024, the Village contracted with Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for Bal Harbour. After a three-month review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. The Tourism Economics engineering team has been working to develop alternatives to further optimize the data, so that when the sample is stronger, they will have the flexibility to conduct deeper and more meaningful analyses – such as cross-visitation trends within custom date ranges, event-specific reporting, dwell-time filtering, and more.

As a result of this delay in the analysis of the data, the KPIs for each of the representatives are still in the process of being developed, in tandem with EY and Tourism Economics. This delay should not prevent the Village from contracting with the various representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts summarized below:

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada.

These Representatives are well connected within the tourism industry of their markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

**Argentina / Chile**

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Argentina And Chile Sales & Marketing | Carmen Florio / D*LX REP | $40,000 |

**Brazil**

The Brazil market is the largest which comes to Bal Harbour, therefore, the Village has traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing.

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil Public Relations | Flavia Pacheco / SPOKE COMUNICACAO | $40,000 |

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil<br>Sales & Marketing | Marcia Chiota /<br>ON REQUEST | $36,000 |

**Mexico**

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

| Market | Representative | Annual Fee |
|---|---|---|
| Mexico – Marketing<br>and Public Relations | Another Company /<br>ACCOMS LATAM | $40,000 |

**United States / Canada**

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

| Market | Representative | Annual Fee |
|---|---|---|
| U.S. and Canada | Suzanne Corbo | $57,000 |

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

***THE BAL HARBOUR EXPERIENCE***

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

**CONCLUSION**

These professionals provide valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

**RESOLUTION NO. 2025-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH FLAVIA PACHECO GIULIANO FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED $40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

**WHEREAS,** Flavia Pacheco Giuliano/SPOKE COMUNICACAO ("Giuliano") has been the Sales and Marketing Representative for the Brazil market since May 2011; and

**WHEREAS**, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of $40,000; and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Agreements Approved.** That the Professional Service Agreement for Giuliano in the amount of $40,000 is hereby approved.

**Section 3. Expenditures Approved.** That the expenditure of funds for the provisions of services by this consultant is hereby approved.

**Section 4. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

**Section 5. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

## Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Spoke Comunicacoes Empresarial Ltda., a Brazil based company and an independent contractor ("consultant") with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Village seeks marketing, and public relations services in Brazil; and

**WHEREAS,** the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

**SCOPE OF SERVICES**. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

**I. TERM.**

The Consultant shall provide the Services to the Village commencing on October 1, 2025 and concluding September 30, 2026 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

**II. PAYMENT.**

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three thousand three hundred and thirty three dollars and thirsty three cents ($3,333.33) per month not to exceed a total annual amount of Forty Thousand Dollars ($40,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for media relations and marketing initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days

for that portion (or those portions) of the service satisfactorily rendered via wire transfer.

**EXTRAORDINARY EXPENSES.** Consultant may, following receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred dollars ($100) without the prior written consent of the Village Manager or designee.

**III. TERMINATION.**

**A. Termination for Cause**.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

**B. Termination for Convenience of the Village**.

The Village may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid

for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

## V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial liability insurance.in an amount acceptable to the Village.

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

## VI. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

**VII. ENTIRE AGREEMENT**.

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

**VIII. WARRANTIES**.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits

prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

**IX. NON-EXCLUSIVITY**.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

**X. SEVERABILITY.**

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

**XI. ANTI-DISCRIMINATION**.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

**XII. NOTICES.**

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed

delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

Copy To: Susan Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Flavia Pacheco Giuliano
SPOKE Comunicacoe & Empresarial
Alameda Lorena 75 Apt 13
Jardim Paulista
Sao Paulo, SP 01424
Brazil

**XIII. COMPLIANCE WITH LAWS.**

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

**XIV. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

**XV. SURVIVAL OF TERMS.**

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance

and/or indemnification obligations set forth below shall survive the termination of this Agreement.

**XVI. GOVERNING LAWS.**

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

**XVII. NO CONTINGENT FEES.**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**XVIII. WAIVER.**

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**XIX. FORCE MAJEURE.**

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

## XX. INDEPENDENT CONTRACTOR

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

## XXI. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

**A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

**B.** Upon request from the Village's custodian of public records, Consultant shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

**C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.

**D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such

records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

**E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**F.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

## XXII. SCRUTINIZED COMPANIES.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**VI. OWNERSHIP OF WORK PRODUCT.** In exchange for payment pursuant to this Agreement, Consultant hereby relinquishes its right to and agrees that the work product ("Work Product") produced by Consultant under this Agreement and all proprietary rights therein shall be and are the property of The Village. Work Product includes, but is not limited to, papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this Agreement. At The Village's sole discretion, Consultant will assign and does hereby assign to The Village all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, The Village makes no claim of ownership to pre-existing technology owned by Consultant prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Consultant incorporates any Prior Work into any Work Product,

Consultant hereby grants to The Village a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product. Consultant hereby agrees to assist The Village, or its designee or assign, at Consultant's expense, to secure The Village's rights in Work Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to The Village of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that The Village may deem necessary in order to apply for and obtain such rights and in order to assign and convey to The Village, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

## I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an

unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

## II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that is does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

### Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name:("**Vendor**") Vendor FEIN:_____
Address:_____
City:_____State:_____Zip:_____
Phone number:_____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;

2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section
   893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use
coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

**IN WITNESS WHEREOF,** Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT: VILLAGE:

SPOKE Communicacoes & Empresarial
Alameda Lorena 75 Apt 13
Jardim Paulista, São Paulo 01424
BRAZIL

By: _____
Flavia Pacheco Giuliano
Legal Representative
Date

Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____
Jorge M. Gonzalez, Village Manager
Date

Attest:_____
Village Clerk Date

Approved as to form and legal sufficiency for the use and reliance of the Bal Harbour Village only.

By:_____
Village Attorney

**EXHIBIT "A"**

The Consultant shall act as the Village's Brazil Marketing and Public Relations representative and shall provide the following services with the goal of generating additional resort tax revenue for the Village (the "Services"):

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including potential new hotels / restaurants / capital projects targeting the Brazilian travel market;

2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period.

- Participation in status conference calls with the Client – two calls per month.

- Discuss action plan development – update and execute of action plan.

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).

4. Information gathering and processing, including:

- Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing);

- Processing of informational materials, including:
  - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
  - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
  - Distribution of Bal Harbour Newsletter to Travel Partner Contacts

- Media relations (ongoing), including:
  - distribution of press releases and follow-up media relations;
  - gathering of editorial plans;
  - response to media inquiries;
  - proofreading and fact-checking editorial;
  - provision of information/multimedia content to media;

- Distribution of Bal Harbour Newsletter to Media Contacts.

- Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing).

5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners (defined in Consultant's Year).

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives/ Travel Advisors.
- Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews.

7. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

BAL HARBOUR

- VILLAGE -

# COUNCIL ITEM SUMMARY

**Condensed Title:**

**RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.**

**Issue:**

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

**The Bal Harbour Experience:**

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure
☒ Destination & Amenities ☒ Unique & Elegant ☐ Resiliency & Sustainable Community

**Item Summary / Recommendation:**

The Village contracts with sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour as a tourism destination. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first 10 months of the FY 2024-25 is the highest on record for the Village, with 5 of the 10 months being a record high, and with 8 of the 10 months being higher than the revenues from those same months in FY 2023-24. Bal Harbour experienced this growth even as tourism overall in the region has been impacted in several ways, including a drop in the number of passengers at the 2 major airports in S. Florida this year as compared to previous years. The GMCVB expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. As part of the analysis by EY, it was recommended that the Village continue its use of in-market representatives to promote the Village, as this strategy aligns with industry best practices. Given the recent tourism concerns which may impact travel, having in-market representation now is even more important. Taking into consideration the concern raised in the past about the contracting of these Representatives with no mechanism to fully understand the impact of their individual efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress. Due to a delay in the analysis of the data, which is summarized in the Council Memorandum, the KPIs for each Representative are still in the process of being developed, in tandem with EY. This delay, however, should not prevent the Village from contracting with the various Representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.**

**Advisory Board Recommendation:**

Resort Tax Committee.

**Financial Information:**

| | Amount | Vendor | Account # |
|---|---|---|---|
| (1) | $40,000 | Argentina / Chile - Carmen Florio / D*LX REP | 10-52-504860 |
| (2) | $40,000 | Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO | 10-52-504861 |
| (3) | $36,000 | Brazil Sales – Marcia Chiota / ON REQUEST | 10-52-504851 |
| (4) | $40,000 | Mexico - Another Company / ACCOMS LATAM | 10-52-504864 |
| (5) | $57,000 | U.S. /Canada - Suzanne Corbo | 10-52-504865 |

**Sign off:**

| Director of Tourism | Chief Financial Officer | Village Manager |
|---|---|---|
| Ramiro J. Inguanzo | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of each of these Resolutions.

## BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Bal Harbour as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets throughout the world who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2024-25 is the highest ever on record for the Village, so far, with five of the ten months being a record high, and with eight of the ten months being higher than the revenues from those same months in FY 2023-24. In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area had the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with an eight percent increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area

also had the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne.

Bal Harbour experienced this growth in tourism, even as tourism overall in the region is being impacted in several ways. South Florida's two major airports have experienced a drop in the number of passengers this year as compared to previous years. During the first half of 2025, which ended June 30, the number of passengers passing through Miami International Airport decreased when compared to the same period last year, something which has not happened since 2017, excluding the pandemic year of 2020. Visitors from Canada to Miami-Dade County fell 4% last year and the Greater Miami Convention and Visitors Bureau (GMCVB) expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. federal government.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry. Given the recent tourism concerns which may impact travel to the U.S. and to our region, having in-market representation is more important than ever. Taking into consideration the concern raised in the past about the contracting of these representatives which has been that there is no mechanism to fully understand the impact of the individual representative's efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally relying on an incomplete combination of data from several sources, including our overall digital marketing efforts, data from the Greater Miami Conventions & Visitors Bureau and our Resort Tax collections, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village met with representatives from several vendors who specialize in this area. Tourism Economics emerged as the preferred vendor as they collect data from both domestic and international individuals. In October 2024, the Village contracted with Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for Bal Harbour. After a three-month review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. The Tourism Economics engineering team has been working to develop alternatives to further optimize the data, so that when the sample is stronger, they will have the flexibility to conduct deeper and more meaningful analyses – such as cross-visitation trends within custom date ranges, event-specific reporting, dwell-time filtering, and more.

As a result of this delay in the analysis of the data, the KPIs for each of the representatives are still in the process of being developed, in tandem with EY and Tourism Economics. This delay should not prevent the Village from contracting with the various representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts summarized below:

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada.

These Representatives are well connected within the tourism industry of their markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

**Argentina / Chile**

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Argentina And Chile Sales & Marketing | Carmen Florio / D*LX REP | $40,000 |

**Brazil**

The Brazil market is the largest which comes to Bal Harbour, therefore, the Village has traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing.

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil Public Relations | Flavia Pacheco / SPOKE COMUNICACAO | $40,000 |

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil<br>Sales & Marketing | Marcia Chiota /<br>ON REQUEST | $36,000 |

**Mexico**

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

| Market | Representative | Annual Fee |
|---|---|---|
| Mexico – Marketing<br>and Public Relations | Another Company /<br>ACCOMS LATAM | $40,000 |

**United States / Canada**

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

| Market | Representative | Annual Fee |
|---|---|---|
| U.S. and Canada | Suzanne Corbo | $57,000 |

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

***THE BAL HARBOUR EXPERIENCE***

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

**CONCLUSION**

These professionals provide valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH MARCIA CHIOTA FOR A ONE-YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED $36,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

**WHEREAS,** Marcia Chiota/ON REQUEST ("Chiota") served as the Sales and Marketing Representative for the Brazil market from 2011 through 2020 when her services were suspended as a result of the pandemic; and

**WHEREAS**, given that Brazil is the largest international market that travels to the Miami area, the need has arisen to re-engage her services; and

**WHEREAS,** Village Staff and the Village's Resort Tax Committee is recommending approval of the agreement with this vendor in the amount of $36,000; and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Agreements Approved.** That the Professional Service Agreement for Chiota in the amount of $36,000 is hereby approved.

**Section 3. Expenditures Approved.** That the expenditure of funds for the provisions of services by this consultant is hereby approved.

**Section 4. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

**Section 5. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

## Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and On Request, M.I.C. DE Mendonca Viagens, an Brazilian based company and an independent contractor ("consultant") with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Village seeks sales and marketing, services in Brazil; and

**WHEREAS,** the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

**SCOPE OF SERVICES**. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

**I. TERM.**

The Consultant shall provide the Services to the Village commencing on October 1, 2025 and concluding September 30, 2026 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

**II. PAYMENT.**

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three Thousand dollars ($3,000.00) per month not to exceed a total annual amount of Thirty Six Thousand Dollars ($36,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for marketing and sales initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered via wire transfer.

**EXTRAORDINARY EXPENSES.** Consultant may, following receipt of the prior written

approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred dollars ($100) without the prior written cnsent of the Village Manager or designee.

**III. TERMINATION.**

**A. Termination for Cause**.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

**B. Termination for Convenience of the Village**.

The Village may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the

contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

## V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial liability insurance.in an amount acceptable to the Village.

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

## 1. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily

injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

**2. ENTIRE AGREEMENT**.

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

**3. WARRANTIES**.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

**4. NON-EXCLUSIVITY**.

This Agreement is non-exclusive. The Village retains the right to engage the

services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

**5. SEVERABILITY.**

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

**6. ANTI-DISCRIMINATION**.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

**7. NOTICES.**

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

Copy To: Susan Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Marcia Chiota
On Request
Rua Pascal, 600 / 32
04616-002 Sao Paulo
Brazil

**8. COMPLIANCE WITH LAWS.**

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

**9. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

**10. SURVIVAL OF TERMS.**

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

**11. GOVERNING LAWS.**

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

**12. NO CONTINGENT FEES.**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**13. WAIVER.**

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**14. FORCE MAJEURE.**

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

**15. INDEPENDENT CONTRACTOR**

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any

rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

**16. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

**A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

**B.** Upon request from the Village's custodian of public records, Consultant shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

**C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.

**D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential

and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

**E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**F.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

## 17. SCRUTINIZED COMPANIES.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135,

F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**VI. OWNERSHIP OF WORK PRODUCT.** In exchange for payment pursuant to this Agreement, Consultant hereby relinquishes its right to and agrees that the work product ("Work Product") produced by Consultant under this Agreement and all proprietary rights therein shall be and are the property of The Village. Work Product includes, but is not limited to, papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this Agreement. At The Village's sole discretion, Consultant will assign and does hereby assign to The Village all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, The Village makes no claim of ownership to pre-existing technology owned by Consultant prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Consultant incorporates any Prior Work into any Work Product, Consultant hereby grants to The Village a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product. Consultant hereby agrees to assist The Village, or its designee or assign, at Consultant's expense, to secure The Village's rights in Work

Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to The Village of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that The Village may deem necessary in order to apply for and obtain such rights and in order to assign and convey to The Village, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

## I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-

vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract

must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

## II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that is does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name:("**Vendor**") Vendor FEIN:_____

Address:_____

City:_____State:_____Zip:_____

Phone number:_____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or

purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

**IN WITNESS WHEREOF,** Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:
Marcia Chiota
On Request. MIC de Mendonca Viagens
Rua Pascal, 600/32
04616-002 São Paulo SP
Brazil

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____
Marcia Chiota

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Village Clerk

Approved as to form and legal sufficiency for the use and reliance of the Bal Harbour Village only.

By:_____
Village Attorney

**EXHIBIT "A"**

The Consultant shall act as the Village's Brazil's Sales and Marketing representative and shall provide the following services:

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Brazilian travel markets.

2. Participation in status conference calls with the Client – two calls per month.

3. Discuss action plan development – update and execute of action plan.

4. Proactively sell the Ritz-Carlton, Bal Harbour, The Sea View Hotel, The St. Regis, Bal Harbour Resort, and The Beach Haus Bal Harbour (the "Properties") as well as restaurants and the Village destination to tour operations, travel agencies, incentive houses and other travel-oriented business entities. Sales efforts focused on the promotion of the Properties shall highlight room sales efforts and special packages / promotions.

5. Organize and coordinate group/individual travel agents trips to Bal Harbour, including an airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for fam trips).

6. Provide Sales support and promotion to the Properties in the markets.

7. Travel as required to key feeder cities within the markets to conduct sales calls and make presentations to Consultants' top producing clients and contacts.

8. Organize and schedule minor local sales and promotional events, such as trade fairs and lunches with key travel partners.

9. Promote the Village and Properties through participation in Village approved trade shows within the markets.

10. Negotiate inclusion of Bal Harbour in promotional materials, travel trade catalogs, websites, and newsletters with 3rd party partners and travel trade.

11. Prepare activity reports (monthly reports, mid-year report, full-year summary) summarizing Sales activities conducted during the previous month(s).

BAL HARBOUR

- VILLAGE -

# COUNCIL ITEM SUMMARY

**Condensed Title:**

**RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.**

**Issue:**

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

**The Bal Harbour Experience:**

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure
☒ Destination & Amenities ☒ Unique & Elegant ☐ Resiliency & Sustainable Community

**Item Summary / Recommendation:**

The Village contracts with sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour as a tourism destination. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first 10 months of the FY 2024-25 is the highest on record for the Village, with 5 of the 10 months being a record high, and with 8 of the 10 months being higher than the revenues from those same months in FY 2023-24. Bal Harbour experienced this growth even as tourism overall in the region has been impacted in several ways, including a drop in the number of passengers at the 2 major airports in S. Florida this year as compared to previous years. The GMCVB expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. As part of the analysis by EY, it was recommended that the Village continue its use of in-market representatives to promote the Village, as this strategy aligns with industry best practices. Given the recent tourism concerns which may impact travel, having in-market representation now is even more important. Taking into consideration the concern raised in the past about the contracting of these Representatives with no mechanism to fully understand the impact of their individual efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress. Due to a delay in the analysis of the data, which is summarized in the Council Memorandum, the KPIs for each Representative are still in the process of being developed, in tandem with EY. This delay, however, should not prevent the Village from contracting with the various Representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.**

**Advisory Board Recommendation:**

Resort Tax Committee.

**Financial Information:**

| | Amount | Vendor | Account # |
|---|---|---|---|
| (1) | $40,000 | Argentina / Chile - Carmen Florio / D*LX REP | 10-52-504860 |
| (2) | $40,000 | Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO | 10-52-504861 |
| (3) | $36,000 | Brazil Sales – Marcia Chiota / ON REQUEST | 10-52-504851 |
| (4) | $40,000 | Mexico - Another Company / ACCOMS LATAM | 10-52-504864 |
| (5) | $57,000 | U.S. /Canada - Suzanne Corbo | 10-52-504865 |

**Sign off:**

| Director of Tourism | Chief Financial Officer | Village Manager |
|---|---|---|
| Ramiro J. Inguanzo | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of each of these Resolutions.

## BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Bal Harbour as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets throughout the world who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2024-25 is the highest ever on record for the Village, so far, with five of the ten months being a record high, and with eight of the ten months being higher than the revenues from those same months in FY 2023-24. In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area had the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with an eight percent increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area

also had the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne.

Bal Harbour experienced this growth in tourism, even as tourism overall in the region is being impacted in several ways. South Florida's two major airports have experienced a drop in the number of passengers this year as compared to previous years. During the first half of 2025, which ended June 30, the number of passengers passing through Miami International Airport decreased when compared to the same period last year, something which has not happened since 2017, excluding the pandemic year of 2020. Visitors from Canada to Miami-Dade County fell 4% last year and the Greater Miami Convention and Visitors Bureau (GMCVB) expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. federal government.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry. Given the recent tourism concerns which may impact travel to the U.S. and to our region, having in-market representation is more important than ever. Taking into consideration the concern raised in the past about the contracting of these representatives which has been that there is no mechanism to fully understand the impact of the individual representative's efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally relying on an incomplete combination of data from several sources, including our overall digital marketing efforts, data from the Greater Miami Conventions & Visitors Bureau and our Resort Tax collections, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village met with representatives from several vendors who specialize in this area. Tourism Economics emerged as the preferred vendor as they collect data from both domestic and international individuals. In October 2024, the Village contracted with Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for Bal Harbour. After a three-month review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. The Tourism Economics engineering team has been working to develop alternatives to further optimize the data, so that when the sample is stronger, they will have the flexibility to conduct deeper and more meaningful analyses – such as cross-visitation trends within custom date ranges, event-specific reporting, dwell-time filtering, and more.

As a result of this delay in the analysis of the data, the KPIs for each of the representatives are still in the process of being developed, in tandem with EY and Tourism Economics. This delay should not prevent the Village from contracting with the various representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts summarized below:

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada.

These Representatives are well connected within the tourism industry of their markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

**Argentina / Chile**

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Argentina And Chile Sales & Marketing | Carmen Florio / D*LX REP | $40,000 |

**Brazil**

The Brazil market is the largest which comes to Bal Harbour, therefore, the Village has traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing.

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil Public Relations | Flavia Pacheco / SPOKE COMUNICACAO | $40,000 |

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil<br>Sales & Marketing | Marcia Chiota /<br>ON REQUEST | $36,000 |

**Mexico**

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

| Market | Representative | Annual Fee |
|---|---|---|
| Mexico – Marketing<br>and Public Relations | Another Company /<br>ACCOMS LATAM | $40,000 |

**United States / Canada**

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

| Market | Representative | Annual Fee |
|---|---|---|
| U.S. and Canada | Suzanne Corbo | $57,000 |

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

***THE BAL HARBOUR EXPERIENCE***

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

**CONCLUSION**

These professionals provide valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH CARMEN FLORIO FOR A ONE-YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR ARGENTINA AND CHILE IN THE AMOUNT NOT TO EXCEED $40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

**WHEREAS,** Carmen Florio/D*LX REP ("Florio") has been the Sales and Marketing Representative for the Argentina and Chile markets since June 2011; and

**WHEREAS**, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of $40,000; and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Agreements Approved.** That the Professional Service Agreement for Florio in the amount of $40,000 is hereby approved.

**Section 3. Expenditures Approved.** That the expenditure of funds for the provisions of services by this consultant is hereby approved.

**Section 4. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

**Section 5. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

## Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and D*LX REP, an Argentina based company and an independent contractor ("consultant") with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Village seeks marketing, sales and public relations services in Argentina and Chile; and

**WHEREAS,** the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

**SCOPE OF SERVICES**. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

### I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2025 and concluding September 30, 2026 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

### II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three thousand three hundred and thirty three dollars and thirsty three cents ($3,333.33) per month not to exceed a total annual amount of Forty Thousand Dollars ($40,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for media relations marketing and sales initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered via wire transfer.

**EXTRAORDINARY EXPENSES.** Consultant may, following receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incur any extraordinary expenses over one hundred dollars ($100) without the prior written cnsent of the Village Manager or designee.

**III. TERMINATION.**

**A. Termination for Cause**.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

**B. Termination for Convenience of the Village**.

The Village may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be

entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

## V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial liability insurance.in an amount acceptable to the Village.

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

## VI. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to,

attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

**VII. ENTIRE AGREEMENT**.

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

**VIII. WARRANTIES**.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

**IX. NON-EXCLUSIVITY**.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

**X. SEVERABILITY.**

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

**XI. ANTI-DISCRIMINATION**.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

**XII. NOTICES.**

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

Copy To: Susan Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: Carmen Florio
Av, Cramer 2625 6 piso
CABA – 1428
Buenos Aires, Argentina

**XIII. COMPLIANCE WITH LAWS.**

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

**XIV. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

**XV. SURVIVAL OF TERMS.**

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

**XVI. GOVERNING LAWS.**

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

**XVII. NO CONTINGENT FEES.**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**XVIII. WAIVER.**

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**XIX. FORCE MAJEURE.**

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

**XX. INDEPENDENT CONTRACTOR**

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any

rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

## XXI. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

**A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

**B.** Upon request from the Village's custodian of public records, Consultant shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

**C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.

**D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential

and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

**E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**F.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

## XXII. SCRUTINIZED COMPANIES.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135,

F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**VI. OWNERSHIP OF WORK PRODUCT.** In exchange for payment pursuant to this Agreement, Consultant hereby relinquishes its right to and agrees that the work product ("Work Product") produced by Consultant under this Agreement and all proprietary rights therein shall be and are the property of The Village. Work Product includes, but is not limited to, papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this Agreement. At The Village's sole discretion, Consultant will assign and does hereby assign to The Village all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, The Village makes no claim of ownership to pre-existing technology owned by Consultant prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Consultant incorporates any Prior Work into any Work Product, Consultant hereby grants to The Village a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product. Consultant hereby agrees to assist The Village, or its designee or assign, at Consultant's expense, to secure The Village's rights in Work Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to The Village of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications,

oaths, assignments and all other instruments that The Village may deem necessary in order to apply for and obtain such rights and in order to assign and convey to The Village, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

## I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-

vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

## II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that is does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name:("**Vendor**") Vendor FEIN:_____

Address:_____

City:_____State:_____Zip:_____

Phone number:_____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

**IN WITNESS WHEREOF,** Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:
Carmen Florio
D*LX Rep
Ave Craqmer 2625 6 piso
CABA- 1428
Buenos Aires, Argentina

By: _____
Bianca Overton

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Village Clerk

Approved as to form and legal sufficiency for the use and reliance of the Bal Harbour Village only.

By:_____
Village Attorney

**EXHIBIT "A"**

The Consultant shall act as the Village's Argentina and Chile Marketing, Sales and Public Relations representative and shall provide the following services:

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Argentina and Chile travel markets.

2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period.

- Participation in status conference calls with the Client – two calls per month.
- Discuss action plan development – update and execute of action plan.

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).

4. Information gathering and processing, including:

- Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing);

- Processing of informational materials, including:
  - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
  - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
  - Distribution of Bal Harbour Newsletter to Travel Partner Contacts

- Media relations (ongoing), including:
  - distribution of press releases and follow-up media relations;
  - gathering of editorial plans;
  - response to media inquiries;
  - proofreading and fact-checking editorial;
  - provision of information/multimedia content to media;

- Distribution of Bal Harbour Newsletter to Media Contacts.

- Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing).

5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners (defined in Consultant's Year Plan).

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives / Travel Advisors.
- Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews.

8. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

BAL HARBOUR

- VILLAGE -

# COUNCIL ITEM SUMMARY

**Condensed Title:**

**RESOLUTIONS APPROVING THE EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH RESPECTIVE SALES, MARKETING, AND PUBLIC RELATIONS REPRESENTATIVES WHO SUPPORT THE BAL HARBOUR VILLAGE'S TOURISM EFFORTS.**

**Issue:**

Should the Council approve each Resolution to execute agreements with various contracted employees that support the goal of promoting the Village as a tourism destination in key markets?

**The Bal Harbour Experience:**

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure
☒ Destination & Amenities ☒ Unique & Elegant ☐ Resiliency & Sustainable Community

**Item Summary / Recommendation:**

The Village contracts with sales, marketing and public relations professionals in key markets to support the promotion of Bal Harbour as a tourism destination. In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation began in FY 2024-25. Resort Tax revenue for the first 10 months of the FY 2024-25 is the highest on record for the Village, with 5 of the 10 months being a record high, and with 8 of the 10 months being higher than the revenues from those same months in FY 2023-24. Bal Harbour experienced this growth even as tourism overall in the region has been impacted in several ways, including a drop in the number of passengers at the 2 major airports in S. Florida this year as compared to previous years. The GMCVB expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. As part of the analysis by EY, it was recommended that the Village continue its use of in-market representatives to promote the Village, as this strategy aligns with industry best practices. Given the recent tourism concerns which may impact travel, having in-market representation now is even more important. Taking into consideration the concern raised in the past about the contracting of these Representatives with no mechanism to fully understand the impact of their individual efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress. Due to a delay in the analysis of the data, which is summarized in the Council Memorandum, the KPIs for each Representative are still in the process of being developed, in tandem with EY. This delay, however, should not prevent the Village from contracting with the various Representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THESE RESOLUTIONS.**

**Advisory Board Recommendation:**

Resort Tax Committee.

**Financial Information:**

| | Amount | Vendor | Account # |
|---|---|---|---|
| (1) | $40,000 | Argentina / Chile - Carmen Florio / D*LX REP | 10-52-504860 |
| (2) | $40,000 | Brazil PR - Flavia Pacheco / SPOKE COMUNICACAO | 10-52-504861 |
| (3) | $36,000 | Brazil Sales – Marcia Chiota / ON REQUEST | 10-52-504851 |
| (4) | $40,000 | Mexico - Another Company / ACCOMS LATAM | 10-52-504864 |
| (5) | $57,000 | U.S. /Canada - Suzanne Corbo | 10-52-504865 |

**Sign off:**

| Director of Tourism | Chief Financial Officer | Village Manager |
|---|---|---|
| Ramiro J. Inguanzo | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

**COUNCIL MEMORANDUM**

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **RESOLUTIONS OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF INDIVIDUAL PROFESSIONAL SERVICE AGREEMENTS WITH THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

## ADMINISTRATIVE RECOMMENDATION

I am recommending approval of each of these Resolutions.

## BACKGROUND

The Bal Harbour Village Tourism Department is responsible for the marketing, public relations and branding efforts of the Village as a travel destination, including promoting Bal Harbour's unique lifestyle, culinary and hotel offerings, and increasing Bal Harbour's brand equity, awareness and preference amongst tourists, travel professionals and potential residents in key feeder markets throughout the Americas, Europe and other parts of the world. The focus of the Village's tourism efforts is to position the Bal Harbour as a premier luxury and lifestyle destination worldwide. This is achieved by continuing to re-invest and strengthening the awareness of Bal Harbour Village, building demand for the destination from both tourists and potential residents, and generating business for our restaurants, hotels and partners. To assist with these efforts, the Village contracts with vendors in key markets throughout the world who act as contracted employees and provide professional services in those respective markets in support of achieving our goal of promoting the Village as a tourism destination.

In 2023, the Village contracted with Ernst & Young (EY) for the development of a tourism strategic plan to address the future of the Village's tourism efforts. In 2024, the Village Council adopted the strategic plan, and implementation of this plan began in FY 2024-25.

Resort Tax revenue for the first ten months of the FY 2024-25 is the highest ever on record for the Village, so far, with five of the ten months being a record high, and with eight of the ten months being higher than the revenues from those same months in FY 2023-24. In addition, the hotels in the Bal Harbour / Surfside / Bay Harbor Islands area had the highest year-to-date revenue per available room (Rev Par) in Miami-Dade County, with an eight percent increase from the previous year. Rev Par is the key performance indicator that measures how well a hotel is filling its rooms at a given price point. The Bal Harbour area

also had the highest average room rate in Miami-Dade County over the past year, more than twice as much as the second highest area of Coconut Grove / Key Biscayne.

Bal Harbour experienced this growth in tourism, even as tourism overall in the region is being impacted in several ways. South Florida's two major airports have experienced a drop in the number of passengers this year as compared to previous years. During the first half of 2025, which ended June 30, the number of passengers passing through Miami International Airport decreased when compared to the same period last year, something which has not happened since 2017, excluding the pandemic year of 2020. Visitors from Canada to Miami-Dade County fell 4% last year and the Greater Miami Convention and Visitors Bureau (GMCVB) expects additional decreases in foreign visitors this upcoming year, due to a slowing global economy and growing uncertainty from changes in trade and immigration enforcement by the U.S. federal government.

As part of the analysis by EY, it was recommended that the Village continue its use of in-market/destination representatives to promote the Village. Bal Harbour's use of in-destination marketing representatives for key source markets aligns with best practices in the industry. Given the recent tourism concerns which may impact travel to the U.S. and to our region, having in-market representation is more important than ever. Taking into consideration the concern raised in the past about the contracting of these representatives which has been that there is no mechanism to fully understand the impact of the individual representative's efforts, EY recommended the establishment of parameters utilizing data analytics to establish baseline visitation metrics across identified Key Performance Indicators (KPIs) to develop goals and monitor progress against these goals in order to get a better return on investment (ROI) on the Village's existing efforts regarding each of these representatives. Given that the Village has limited access to visitor and destination performance data, traditionally relying on an incomplete combination of data from several sources, including our overall digital marketing efforts, data from the Greater Miami Conventions & Visitors Bureau and our Resort Tax collections, EY's recommendation was to invest in a data analytics vendor that specializes in tourism data analytics. With the assistance of EY, the Village met with representatives from several vendors who specialize in this area. Tourism Economics emerged as the preferred vendor as they collect data from both domestic and international individuals. In October 2024, the Village contracted with Tourism Economics to customize their market intelligence platform to monitor, analyze and predict tourism activity in Bal Harbour and the overall destination. In December 2024, Tourism Economics began tracking the data for Bal Harbour. After a three-month review of this data, the sample sizes were determined to be smaller than required for accurate assessments as the international visitor tracking was inconsistent due to limited device visibility, data sharing restrictions, and mobile carrier differences. The Tourism Economics engineering team has been working to develop alternatives to further optimize the data, so that when the sample is stronger, they will have the flexibility to conduct deeper and more meaningful analyses – such as cross-visitation trends within custom date ranges, event-specific reporting, dwell-time filtering, and more.

As a result of this delay in the analysis of the data, the KPIs for each of the representatives are still in the process of being developed, in tandem with EY and Tourism Economics. This delay should not prevent the Village from contracting with the various representatives for FY 2025-26 as to not disrupt our ongoing tourism efforts summarized below:

Sales, Marketing and Public Relations Professionals

To promote Bal Harbour Village as a tourism destination, the Village contracts with several sales, marketing and public relations professionals in various key markets around the world to assist and enhance our efforts. These key markets include: (1) Argentina / Chile; (2) Brazil; (3) Mexico; and (4) United States / Canada.

These Representatives are well connected within the tourism industry of their markets and promote Bal Harbour as a tourism destination in each of these key markets. They work closely with the Village, the Resort Tax Committee and our hotels and other stakeholders to promote Bal Harbour including identifying and working with travel operators to schedule familiarization (FAM) trips to Bal Harbor Village which result in awareness and drive demand and bookings of our destination.

In addition, the Village continues our ongoing partnership with the Greater Miami Conventions and Visitors Bureau (GMCVB) which now includes working with public relations representatives contracted by the GMCVB in new key markets for Bal Harbour, including the United Kingdom and France. The following are the vendors it is recommended that we once again contract with along with the budgeted cost for the upcoming fiscal year:

**Argentina / Chile**

Carmen Florio / D*LX REP has been the Sales & Marketing Representative for the Argentina and Chile markets since June of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Argentina And Chile Sales & Marketing | Carmen Florio / D*LX REP | $40,000 |

**Brazil**

The Brazil market is the largest which comes to Bal Harbour, therefore, the Village has traditionally contracted with a vendor for public relations as well as an additional vendor for sales and marketing.

Flavia Pacheco / SPOKE COMUNICACAO has been the Public Relations Representative for the Brazil market since May of 2011.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil Public Relations | Flavia Pacheco / SPOKE COMUNICACAO | $40,000 |

Marcia Chiota /served as the Sales & Marketing Representative for the Brazil market from 2011 through 2020 when her services were put on hold as a result of the pandemic, but now the need arises to re-engage her services given that Brazil is the largest international market that travels to the Miami area and to Brazil.

| Market | Representative | Annual Fee |
|---|---|---|
| Brazil<br>Sales & Marketing | Marcia Chiota /<br>ON REQUEST | $36,000 |

**Mexico**

Another Company / ACCOM LATAM has been the Marketing and Public Relations Representative for the Mexico market since January of 2019.

| Market | Representative | Annual Fee |
|---|---|---|
| Mexico – Marketing<br>and Public Relations | Another Company /<br>ACCOMS LATAM | $40,000 |

**United States / Canada**

Suzanne Corbo has been the Sales and Marketing Representative for the U.S. and Canada markets since August of 2009.

| Market | Representative | Annual Fee |
|---|---|---|
| U.S. and Canada | Suzanne Corbo | $57,000 |

The Professional Services Agreements, as well as the individual Resolutions for each of these vendors are attached.

***THE BAL HARBOUR EXPERIENCE***

These Representatives are an extension of the Bal Harbour team and help promote the destination by highlighting the four pillars of *The Bal Harbour Experience* which distinguishes Bal Harbour from competing destinations.

**CONCLUSION**

These professionals provide valuable services to Bal Harbour Village and are in support of our goals as they pertain to promoting Bal Harbour Village as a tourism destination. These individuals are part of the Bal Harbour Village team and act as contracted employees in helping to achieve our mission and vision as it relates to our tourism efforts.

Attachments:

1. Argentina / Chile - Carmen Florio Professional Services Agreement
2. Brazil PR - Flavia Pacheco Professional Services Agreement
3. Brazil Sales & Marketing – Marcia Chiota Professional Services Agreement
4. Mexico - ACCOMS LATAM Professional Services Agreement
5. U.S. / Canada - Suzanne Corbo Professional Services Agreement

**RESOLUTION NO. 2025-____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH ANOTHER COMPANY FOR A ONE -YEAR TERM AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR MEXICO IN THE AMOUNT NOT TO EXCEED $40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village contracts with vendors who provide professional services in support of the Village's goal of enhancing community engagement with public events and communications as well as promoting Bal Harbour Village as a tourism destination; and

**WHEREAS,** Another Company/ACCOMS LATAM ("Another Company") has been the Sales and Marketing Representative for the Mexico market since January 2019; and

**WHEREAS**, Village Staff and the Village's Resort Tax Committee is recommending renewal of the agreement with this vendor in the amount of $40,000; and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to approve this one-year agreement with the vendor.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Agreements Approved.** That the Professional Service Agreement for Another Company in the amount of $40,000 is hereby approved.

**Section 3. Expenditures Approved.** That the expenditure of funds for the provisions of services by this consultant is hereby approved.

**Section 4. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

**Section 5. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

## Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Another Company/ ACCOMS LATAM, a Mexico based company and an independent contractor ("consultant") with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Village seeks marketing, and public relations services in Mexico; and

**WHEREAS,** the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

**SCOPE OF SERVICES**. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

**I. TERM.**

The Consultant shall provide the Services to the Village commencing on October 1, 2025 and concluding September 30, 2026 (the "Term"). Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

**II. PAYMENT.**

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Three thousand three hundred and thirty three dollars and thirsty three cents ($3,333.33) per month not to exceed a total annual amount of Forty Thousand Dollars ($40,000). All services performed shall be invoiced to the Village for approximately thirty five (35) hours of account work per month for media relations and marketing initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days

for that portion (or those portions) of the service satisfactorily rendered via wire transfer.

**EXTRAORDINARY EXPENSES.** Consultant may, following receipt of the prior written approval of the Village Manager or designee, incur certain extraordinary expenses in the course of providing the services. The extraordinary expenses may include the costs of travel, special mailings and the participation in trade shows. Consultant may not incuri any extraordinary expenses over one hundred dollars ($100) without the prior written consent of the Village Manager or designee.

**III. TERMINATION.**

**A. Termination for Cause**.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

**B. Termination for Convenience of the Village**.

The Village may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any services satisfactorily performed up to the date of termination;

following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

## V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial liability insurance.in an amount acceptable to the Village.

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

## VI. INDEMNIFICATION.

Consultant agrees to indemnify and hold harmless the Village and its

officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## VII. ENTIRE AGREEMENT.

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

## VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence

of the Consultant's profession.

**IX. NON-EXCLUSIVITY**.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

**X. SEVERABILITY.**

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

**XI. ANTI-DISCRIMINATION**.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

**XII. NOTICES.**

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed

delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

Copy To: Susan Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant: ACCOMS LATAM
Horacio 1022, Polanco IV Seccion
Miguel Hidalgo, Ciudad de Mexico11550
Mexico

**XIII. COMPLIANCE WITH LAWS.**

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

**XIV. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

**XV. SURVIVAL OF TERMS.**

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

**XVI. GOVERNING LAWS.**

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

**XVII. NO CONTINGENT FEES.**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**XVIII. WAIVER.**

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**XIX. FORCE MAJEURE.**

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

**XX. INDEPENDENT CONTRACTOR**

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

## XXI. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

**A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

**B.** Upon request from the Village's custodian of public records, Consultant shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

**C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.

**D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information

technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

**E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**F.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

## XXII. SCRUTINIZED COMPANIES.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**VI. OWNERSHIP OF WORK PRODUCT.** In exchange for payment pursuant to this Agreement, Consultant hereby relinquishes its right to and agrees that the work product ("Work Product") produced by Consultant under this Agreement and all proprietary rights therein shall be and are the property of The Village. Work Product includes, but is not limited to, papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this Agreement. At The Village's sole discretion, Consultant will assign and does hereby assign to The Village all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, The Village makes no claim of ownership to pre-existing technology owned by Consultant prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Consultant incorporates any Prior Work into any Work Product, Consultant hereby grants to The Village a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work

Product. Consultant hereby agrees to assist The Village, or its designee or assign, at Consultant's expense, to secure The Village's rights in Work Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to The Village of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that The Village may deem necessary in order to apply for and obtain such rights and in order to assign and convey to The Village, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

## I. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract

must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

## II. HUMAN TRAFFICKING

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that is does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

### Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name:("**Vendor**") Vendor FEIN:_____
Address:_____
City:_____State:_____Zip:_____
Phone number:_____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person

when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section
   893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use
coercion for labor or services in accordance with Section 787.06.

Written Declaration

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.**

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

**IN WITNESS WHEREOF,** Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

| CONSULTANT: | VILLAGE: |
|---|---|
| ACCOMS LATAM, S.A.P.I DE C.V | Bal Harbour Village |
| Horacio 1022, Polanco IV Seccion | 655 Ninety-Sixth Street |
| Miguel Hidalgo, Ciudad de Mexico 11550 | Bal Harbour, FL 33154 |

MEXICO

By: _____
Jaspar James L. Eyears
CEO / Legal Representative
Date

By: _____
Jorge M. Gonzalez, Village Manager
Date

Attest:_____
Village Clerk Date

Approved as to form and legal sufficiency for the use and reliance of the Bal Harbour Village only.

By:_____
Village Attorney

**EXHIBIT "A"**

The Consultant shall act as the Village's Mexico Marketing and Public Relations representative and shall provide the following services with the goal of generating additional resort tax revenue for the Village (the "Services"):

1. Strategic consulting on reputation management and positioning (ongoing) for Bal Harbour Village, including existing and potential new hotels / restaurants / capital projects targeting the Mexico travel market.

2. Based on Village's Calendar of Events, development of an agreed upon year-long plan in accordance with budget to be submitted at start of period (to be attached as Exhibit A).

- Participation in status conference calls with the Client – two calls per month

- Discuss action plan development – update and execute of action plan

3. Organize and coordinate group/individual media trips to Bal Harbour, including media and airline/other partner liaisons, assistance with program development, and chaperoning of group (as agreed in plan and in accordance to the designated budget for media fam trips).

4. Information gathering and processing, including:

- Monitoring and clipping of coverage, dedicated to the Client in target media, alerting the Client (ongoing).

- Processing of informational materials, including:
  - translation/adaptation of press releases (up to 1 per month and as mutually agreed);
  - translation/adaptation of texts, including newsletters, factsheets, backgrounders, press kits, (ongoing);
  - Distribution of Bal Harbour Newsletter to Travel Partner Contacts

- Media relations (ongoing), including:
    - distribution of press releases and follow-up media relations;
    - gathering of editorial plans;
    - response to media inquiries;
    - proofreading and fact-checking editorial;
    - provision of information/multimedia content to media;
    - Distribution of Bal Harbour Newsletter to Media Contacts

- Liaison with potential partners of the Client, including, but not limited to celebrities, influencers, luxury brands, airlines (ongoing).

5. Organize and schedule minor local media events, such as trade fairs and lunches with key media / travel partners.

6. Plan and execute One (1) Media and Consumer Event / Initiative with aligned interviews for Bal Harbour Representatives in-market for up to 20 media members or 70 consumers, and handle all logistics for the event.

- In conjunction with event (may be separate) organize and schedule individual interviews for Bal Harbour Representatives with Key Media representatives / Travel Advisors.
- Gathering and processing of information for initiating commentaries and interviews with spokespersons of the Client, including preparation of media profiles, Q&A documents, one-pagers and assistance at interviews.

7. Reporting: Prepare activity reports (monthly reports, mid-year report, full-year summary) including clippings reports, and quantitative and qualitative analysis of media coverage provided by an approved 3rd party vendor.

BAL HARBOUR

- VILLAGE -

**DISCUSSION ITEM**

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: September 16, 2025

SUBJECT: **Discussion Regarding an Update on Recovering Waterfront Park Funds**

Please place an item on the September 16, 2025, Village Council Meeting Agenda for a discussion regarding an update on recovering waterfront park funds.

BAL HARBOUR

- VILLAGE -

**DISCUSSION ITEM**

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: September 16, 2025

SUBJECT: **Discussion Regarding Update on Waterway Delineators at Problem Areas**

Please place an item on the September 16, 2025, Village Council Meeting Agenda for a discussion regarding an update on Waterway Delineators at Problem Areas.

BAL HARBOUR

- VILLAGE -

**DISCUSSION ITEM**

TO: Jorge M. Gonzalez, Village Manager

FROM: Susan L. Trevarthen, Village Attorney

DATE: September 16, 2025

SUBJECT: **Discussion Regarding SB 180 Challenge**

As I advised at the July Council meeting, I am bringing forward a proposed agenda item for the Village to consider joining a multi-local government challenge to the 2025 legislation known as Senate Bill 180 being filed by my firm.

The bill is titled as an emergency management bill, but has far reaching impacts on local government home rule powers. Among other things, Section 28 of SB 180 has the effect of stripping the Village's home rule land use and zoning powers to adopt more restrictive or burdensome comprehensive plan amendments, land development regulations, and procedures related to approval of development for three years, retroactively to August 1, 2024 and through October 1, 2027. Thereafter, Section 18 of the bill legislation could continue to strip the Village of these powers in one-year increments every time that Miami-Dade County falls within a hurricane disaster declaration and is within 100 miles of the storm's track, regardless of whether the Village is actually affected by the storm, making effective long range planning and regulation virtually impossible.

Local governments will be charged a flat fee of $10,000 to cover all trial level proceedings, and if there are appellate proceedings, additional charges will be applied. Over 15 cities and counties have already joined as plaintiffs and many more are scheduled to consider it around the state in the coming weeks. We expect to file by the end of the month. Further details are provided in the attached draft agenda item materials.

Attachments:
Item Summary
Memo
Resolution

BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

**Condensed Title:**

**A RESOLUTION AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180's IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL, TO PROSECUTE THE LAWSUIT.**

**Issue:**

Should the Village Council approve Bal Harbour Village's participation in the lawsuit with other city and county plaintiffs, seeking, among other things, to declare SB 180 unconstitutional?

**The Bal Harbour Experience:**

| | | |
|---|---|---|
| ☒ Beautiful Environment | ☒ Safety | ☐ Modernized Public Facilities/Infrastructure |
| ☐ Destination & Amenities | ☒ Unique & Elegant | ☒ Resiliency & Sustainable Community |

**Item Summary / Recommendation:**

On June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Laws of Florida. Among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180. Along with other municipalities and counties, Bal Harbour Village may join a lawsuit seeking, among other things, a determination that SB 180 is, in part, unconstitutional and infringes on Bal Harbour Village's Home Rule Authority over land use and zoning regulations. If so, the Village Attorney will represent the Village in the lawsuit for a separate flat fee of $10,000 at the trial level.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS AGREEMENT.**

**Financial Information:**

| | Amount | Account | Account # |
|---|---|---|---|
| | $10,000 | | |

**Sign off:**

| | Chief Financial Officer | Village Manager |
|---|---|---|
| | Claudia Dixon | Jorge M. Gonzalez |

BAL HARBOUR

- VILLAGE -

# COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: September 16, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180's IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL, TO PROSECUTE THE LAWSUIT.**

## ADMINISTRATIVE RECOMMENDATION

It is recommended that the Village Council approve the Resolution.

## BACKGROUND

On June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Laws of Florida. Although seemingly limited and only applicable to counties identified in Federal Disaster Declarations for Hurricanes Debby (DR-4806), Helene (DR-4828), and Milton (DR-4834), those declarations collectively cover every county and municipality in Florida.

Among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1 , 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180.

Further, Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and Section 18 prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting "more restrictive or burdensome" Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall.

## ANALYSIS

Bal Harbour Village (the "Village") is subject to the restrictions imposed by SB 180. Aside from the blanket application of SB 180 across the State of Florida, the practical implications are a total freeze, and usurpation, of the Village's home rule planning and zoning power for three years, followed by future losses of power related to future storms. This creates a situation where, even after the initial 3-year preemption of more restrictive or burdensome regulation, a local government could repeatedly face sudden loss of its powers in one-year increments, making effective long range planning and regulation nearly impossible. Moreover, the Village could find itself in situations where statutes like the Community Planning Act require it to act while SB 180 prohibits it from acting.

Pursuant to Chapter 166, Florida Statutes, and the Home Rule Charter of Miami-Dade County, the Village enjoys significant autonomy to create and enforce its own zoning ordinance and comprehensive plan. SB 180, specifically Section 28, significantly curbs this power. Further, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB 180 that the law fulfills an important state interest.

Weiss Serota Helfman Cole + Bierman, PL (the "Village Attorney", has identified that there are valid theories for attacking SB 180, and proposes to file a lawsuit seeking declaratory, injunctive, and other appropriate relief ("Lawsuit"), if at least ten local governments decide to join. Every city and county in the state has been informed of the potential action, and more than ten have already joined.

If the Village chooses to join the Lawsuit, then the Firm will charge a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the Village in the trial court, which shall be payable within ten days of the effective date of this Resolution. The Village shall also pay $5,000 to the Firm to represent it in any appeal related to the Lawsuit that may be filed at the District Court of Appeal within 30 days of the filing of such appeal, and $5,000 to the Firm to represent it in any appeal that may be filed at the Florida Supreme Court within 30 days of the filing of such appeal.

## *THE BAL HARBOUR EXPERIENCE*

This action supports the goals of a Resilient and Sustainable Community and the Village's interest in continuing to develop a Beautiful Environment.

## CONCLUSION

I recommend the approval of this Resolution which will allow Bal Harbour Village to engage the Village Attorney to represent Bal Harbour Village in a lawsuit challenging SB 180.

Attachments:

1. Resolution

**RESOLUTION NO. 2025- _____**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180's IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT.**

**WHEREAS,** Article VIII, Section 2(b) of the Florida Constitution provides that municipalities "shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services," and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

**WHEREAS,** pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including for purposes of orderly growth, environmental protection, disaster recovery, and community resiliency; and

**WHEREAS,** on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Laws of Florida; and

**WHEREAS,** among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1 , 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

**WHEREAS,** Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

**WHEREAS,** Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting "more restrictive or burdensome" Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall; and

**WHEREAS,** SB 180 is unconstitutional and invalid because, among other things, it:

(a) embraces more than one subject and matter properly connected therewith in violation of Article II, Section 6 of the Florida Constitution;
(b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution;
(c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution;
(d) constitutes a sweeping intrusion on home-rule authority, threatening local ability to enact land use, zoning, flood-resiliency, and environmental protections, contrary to Article VIII, Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and
(e) contains provisions that classify political subdivisions on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11 (b) of the Florida Constitution; and

**WHEREAS,** for example, despite SB 180 being titled "Emergencies," SB 180 contains various matters that are not connected and/or are unrelated to emergencies, including Section 18 and 28's total ban on any "more restrictive or burdensome" Land Use and Zoning Regulations, and Section 18's prohibition on moratoria on construction, reconstruction, and redevelopment of property, even if the property is intact and was not damaged by a hurricane or other emergency event; and

**WHEREAS,** the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB 180 that the law fulfills an important state interest; and

**WHEREAS,** Section 18 of SB 180 infringes upon municipal home rule authority by prohibiting municipalities from enacting Zoning and Land Use Regulations if they are

located within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Zoning and Land Use Regulation has even a de minimis impact on hurricane recovery efforts, or even if the Zoning and Land Use Regulations are necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

**WHEREAS,** Section 18 of SB 180 further usurps the municipal home rule authority guaranteed by the citizens of Florida in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

**WHEREAS,** Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

**WHEREAS,** SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

**WHEREAS,** the Village Council of Bal Harbour Village, Florida (the "Village") desires to authorize the participation of the Village in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, which impose a blanket statewide prohibition on the exercise of home rule authority relating to Land Use and Zoning Regulations, based upon the any appropriate legal theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the "Lawsuit"); and

**WHEREAS,** it is in the best interest of the Village to participate in the Lawsuit and to urge other local governments to join as plaintiffs.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2. Authorizing Participation in Lawsuit.** That the Village Council hereby authorizes the participation of the Village in the Lawsuit, subject to participation of at least ten local governments.

**Section 3. Legal Representation and Fee Structure.** That Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is retained to represent the Village in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of $ 10,000 to represent the Village in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The Village shall also pay $5,000 to the Firm to represent it in any appeal related to the Lawsuit that is filed at the District Court of Appeal within 30 days of the filing of such appeal, and $5,000 to the Firm to represent it in any appeal that is filed at the Florida Supreme Court within 30 days of the filing of such appeal. The Village acknowledges that the Firm will be representing other local governments in the Lawsuit and waives any conflicts related to such representation.

**Section 4. Urge Participation.** That the Village invites and urges other local governments to join as plaintiffs in the Lawsuit and to coordinate their efforts with the Village.

**Section 5. Transmittal.** That the Clerk is directed to distribute this Resolution to all local governments in Miami-Dade County. The Clerk is further directed to distribute this Resolution to the Firm.

**Section 6. Implementation.** That the Village Manager is hereby authorized and directed to take any and all action necessary to accomplish the purposes of this Resolution.

**Section 7.** **Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 16th day of September, 2025.

_____
Mayor Jeffrey P. Freimark

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

# CHAPTER 2025-190

## Committee Substitute for
## Committee Substitute for Senate Bill No. 180

An act relating to emergencies; amending s. 83.63, F.S.; requiring certain tenants to be given specified opportunities or notice; creating s. 163.31795, F.S.; defining the terms "cumulative substantial improvement period" and "local government"; prohibiting certain local governments from adopting ordinances for substantial improvements or repairs to a structure which include cumulative substantial improvement periods; amending s. 163.31801, F.S.; prohibiting certain entities from assessing impact fees for specified replacement structures; providing an exception; providing construction; amending s. 193.155, F.S.; revising the square footage limitations for certain changes, additions, and improvements to damaged property; amending s. 215.559, F.S.; removing a reference to a certain report; revising public hurricane shelter funding prioritization requirements for the Division of Emergency Management; amending s. 250.375, F.S.; authorizing certain servicemembers to provide medical care in specified circumstances; amending s. 252.35, F.S.; revising requirements for the state comprehensive emergency management plan; requiring such plan to include an update on the status of certain emergency management capabilities; requiring the division to collaborate with the Department of Health; revising responsibilities of the division; requiring the division to develop a certain template; revising the purpose of certain training programs; requiring the division to set the minimum number of training hours that specified individuals must complete biennially; authorizing such training to be provided by certain entities; requiring the division to conduct an annual hurricane readiness session in each region designated by the division for a specified purpose; requiring all county emergency management directors, and authorizing other county and municipal personnel, to attend such session; requiring that the session include specified topics and needs; removing a specified reporting requirement; amending s. 252.355, F.S.; authorizing the Department of Veterans' Affairs to provide certain information to specified clients or their caregivers; requiring the Florida Housing Finance Corporation to enter into memoranda of understanding with specified agencies for a certain purpose; providing that specified persons may use special needs shelters in certain circumstances; amending s. 252.3611, F.S.; directing specified entities to submit specified contracts and reports to the Legislature under specified conditions; requiring such contracts to be posted on a specified secure contract system; requiring the division to report annually to the Legislature specified information on expenditures relating to emergencies; providing requirements for such report; amending s. 252.363, F.S.; providing for the tolling and extension of certain determinations; providing for retroactive application; amending s. 252.365, F.S.; requiring agency heads to notify the Governor and the division of the person designated as the emergency coordination officer annually by a specified


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

date; amending s. 252.3655, F.S.; creating the natural hazards risks and mitigation interagency coordinating group; providing the purpose of the group; providing for the membership and administration of the group; requiring agency representatives to provide information relating to natural hazards to this state, agency resources, and efforts to address and mitigate risks and impacts of natural hazards; requiring the group to meet in person or by communications media technology at least quarterly for specified purposes; requiring specified agency heads to meet at least annually to strategize and prioritize state efforts; requiring the division, on behalf of the group, to prepare an annual progress report and submit such report to the Governor and Legislature; revising requirements for such report; amending s. 252.37, F.S.; requiring the division to notify the Legislature of its intent to accept or apply for federal funds under certain circumstances; requiring the division to take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies; requiring that such steps include the standardization and streamlining of the application process for federal financial assistance and the provision of assistance to applicants for a specified purpose; requiring the division to use certain federal funds to implement such requirements; amending s. 252.373, F.S.; conforming a cross-reference; amending s. 252.38, F.S.; requiring political subdivisions to annually provide specified notification to the division before a specified date; creating s. 252.381, F.S.; requiring counties and municipalities to post certain information on their websites; requiring counties and municipalities to develop a poststorm permitting plan; providing requirements for such plan; requiring counties and municipalities to update such plan by a specified date annually; requiring counties and municipalities to publish on their websites a specified storm recovery guide by a specified date annually; providing requirements for such guide; requiring certain counties and municipalities to publish on their websites updates to such guide as soon as practicable following a storm; prohibiting certain counties and municipalities from increasing building permit or inspection fees within a specified timeframe; requiring counties and municipalities to allow individuals to receive certain letters electronically on or before a specified date; requiring certain counties and municipalities to use their best efforts to open a permitting office for a minimum number of hours per week; amending s. 252.385, F.S.; revising reporting requirements for the division; revising requirements for a specified list; requiring the Department of Health and the Agency for Persons with Disabilities to assist the division with certain determinations; creating s. 252.422, F.S.; defining the term "impacted local government"; prohibiting impacted local governments from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing any person to file suit to enforce specified provisions; authorizing counties and municipalities to request a specified determination by a court; prohibiting counties and municipalities from taking certain actions until the court has issued a preliminary or final judgment; requiring plaintiffs to provide certain notification before filing



CODING: Words ~~stricken~~ are deletions; words underlined are additions.

suit; requiring impacted local governments to take certain actions upon receipt of such notification or a suit may be filed; providing for reasonable attorney fees and costs; authorizing the use of a certain summary procedure; requiring the court to advance the cause on the calendar; requiring the Office of Program Policy Analysis and Government Accountability to conduct a study on certain local government actions after hurricanes; specifying requirements for the study and legislative recommendations; requiring the office to submit a report to the Legislature by a specified date; creating s. 252.505, F.S.; requiring that certain contracts include a specified provision; defining the term "emergency recovery period"; amending s. 373.423, F.S.; requiring the Department of Environmental Protection to submit a Flood Inventory and Restoration Report to the division by a specified date; requiring the department to work with specified entities to compile information for the report; providing specifications for the report; requiring the owner of certain infrastructure to submit certain information to the department; requiring the department to review and update the report biannually; requiring the department to submit an updated report to the division by a specified date; amending s. 380.0552, F.S.; revising the maximum evacuation clearance time for permanent residents of the Florida Keys Area, which time is an element for which amendments to local comprehensive plans in the Florida Keys Area must be reviewed for compliance; requiring the Department of Commerce to conduct baseline modeling scenarios and gather data to determine the number of building permit allocations for distribution in the Florida Keys Area; requiring that such allocations be distributed in a specified manner and over a specified timeframe; prohibiting such allocations from exceeding a specified number; requiring that permits be issued for certain parcels and the distribution of such permits prioritize specified allocations; amending s. 400.063, F.S.; conforming a cross-reference; amending s. 403.7071, F.S.; providing that local governments are authorized and encouraged to add certain addendums to certain contracts and agreements; requiring counties and municipalities to apply to the department for authorization to designate at least one debris management site; authorizing municipalities to apply jointly with a county or adjacent municipality for authorization of a debris management site if such entities approve a memorandum of understanding; providing requirements for such memorandum; creating s. 489.1132, F.S.; providing definitions; requiring a hurricane preparedness plan to be available for inspection at certain worksites; requiring certain equipment to be secured in a specified manner no later than 24 hours before the impacts of a hurricane are anticipated to begin; providing penalties; requiring the Florida Building Commission to establish specified best practices and report findings to the Legislature by a specified date; amending s. 553.902, F.S.; revising the definition of the term "renovated building"; requiring the division to consult with specified entities to develop certain recommendations and provide a report to the Legislature by a specified date; prohibiting certain counties from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; declaring that such moratoriums, amendments, or procedures are null and void;


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

providing for retroactive application; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing certain residents and business owners to bring a civil action for declaratory and injunctive relief against a county or municipality that violates specified provisions; providing for reasonable attorney fees and costs under specified circumstances; providing for future expiration; providing a directive to the Division of Law Revision; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 83.63, Florida Statutes, is amended to read:

83.63 Casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired:~~,~~

(1) The tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

(2) The tenant must be given:

(a) The opportunity to collect his or her belongings from the premises when it is safe to do so; or

(b) Notice of the date by which the tenant will be able to collect his or her belongings from the premises, which must occur within a reasonable time.

Section 2. Section 163.31795, Florida Statutes, is created to read:

163.31795 Participation in the National Flood Insurance Program.—

(1) For purposes of this section, the term:

(a) "Cumulative substantial improvement period" means the period during which an aggregate of improvements or repairs are considered for purposes of determining substantial improvement as defined in s. 161.54(12).

(b) "Local government" has the same meaning as in s. 163.2514.

(2) A local government that is participating in the National Flood Insurance Program may not adopt or enforce an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 3. Subsection (14) is added to section 163.31801, Florida Statutes, to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

Section 4. Paragraph (b) of subsection (4) of section 193.155, Florida Statutes, is amended to read:

193.155 Homestead assessments.—Homestead property shall be assessed at just value as of January 1, 1994. Property receiving the homestead exemption after January 1, 1994, shall be assessed at just value as of January 1 of the year in which the property receives the exemption unless the provisions of subsection (8) apply.

(4)

(b)1. Changes, additions, or improvements that replace all or a portion of homestead property, including ancillary improvements, damaged or destroyed by misfortune or calamity shall be assessed upon substantial completion as provided in this paragraph. Such assessment must be calculated using the homestead property's assessed value as of the January 1 immediately before the date on which the damage or destruction was sustained, subject to the assessment limitations in subsections (1) and (2), when:

a. The square footage of the homestead property as changed or improved does not exceed 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction; or

b. The total square footage of the homestead property as changed or improved does not exceed 2,000 ~~1,500~~ square feet.

2. The homestead property's assessed value must be increased by the just value of that portion of the changed or improved homestead property which is in excess of 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction or of that portion exceeding 2,000 ~~1,500~~ square feet.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

3. Homestead property damaged or destroyed by misfortune or calamity which, after being changed or improved, has a square footage of less than 100 percent of the homestead property's total square footage before the damage or destruction shall be assessed pursuant to subsection (5).

4. Changes, additions, or improvements assessed pursuant to this paragraph must be reassessed pursuant to subsection (1) in subsequent years. This paragraph applies to changes, additions, or improvements commenced within 5 years after the January 1 following the damage or destruction of the homestead.

Section 5. Paragraph (b) of subsection (1) of section 215.559, Florida Statutes, is amended to read:

215.559 Hurricane Loss Mitigation Program.—A Hurricane Loss Mitigation Program is established in the Division of Emergency Management.

(1) The Legislature shall annually appropriate $10 million of the moneys authorized for appropriation under s. 215.555(7)(c) from the Florida Hurricane Catastrophe Fund to the division for the purposes set forth in this section. Of the amount:

(b) Three million dollars in funds shall be used to construct or retrofit facilities used as public hurricane shelters. Each year the division shall prioritize the use of these funds for projects included in the annual report ~~of the Shelter Development Report~~ prepared in accordance with s. 252.385(3). The division shall ~~must~~ give funding priority to projects located in counties ~~regional planning council regions~~ that have shelter deficits, projects that are publicly owned, other than schools, and ~~to~~ projects that maximize the use of state funds.

Section 6. Section 250.375, Florida Statutes, is amended to read:

250.375 Medical officer authorization.—A servicemember trained to provide medical care who is serving under the direction of the Florida National Guard State Surgeon and is assigned to a military duty position and authorized by the Florida National Guard to provide medical care within the scope of the servicemember's professional licensure by virtue of such duty position may provide such medical care to military personnel and civilians within this state ~~physician who holds an active license to practice medicine in any state, a United States territory, or the District of Columbia,~~ while serving ~~as a medical officer~~ with or in support of the Florida National Guard, pursuant to federal or state orders, ~~may practice medicine on military personnel or civilians~~ during an emergency or declared disaster ~~or during federal military training~~.

Section 7. Paragraphs (y) through (dd) of subsection (2) of section 252.35, Florida Statutes, are redesignated as paragraphs (x) through (cc), respectively, paragraphs (a), (c), and (n) and present paragraph (x) of that


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

subsection are amended, and a new paragraph (dd) is added to that subsection, to read:

252.35 Emergency management powers; Division of Emergency Management.—

(2) The division is responsible for carrying out the provisions of ss. 252.31-252.90. In performing its duties, the division shall:

(a) Prepare a state comprehensive emergency management plan, which must ~~shall~~ be integrated into and coordinated with the emergency management plans and programs of the Federal Government. The division shall adopt the plan as a rule in accordance with chapter 120. The plan must be implemented by a continuous, integrated comprehensive emergency management program. The plan must contain provisions to ensure that the state is prepared for emergencies and minor, major, and catastrophic disasters, and the division shall work closely with local governments and agencies and organizations with emergency management responsibilities in preparing and maintaining the plan. The state comprehensive emergency management plan must be operations oriented and:

1. Include an evacuation component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of evacuation activities. This component must, at a minimum: contain guidelines for lifting tolls on state highways; ensure coordination pertaining to evacuees crossing county lines; set forth procedures for directing people caught on evacuation routes to safe shelter; establish strategies for ensuring sufficient, reasonably priced fueling locations along evacuation routes; and establish policies and strategies for emergency medical evacuations.

2. Include a shelter component that includes specific regional and interregional planning provisions and promotes coordination of shelter activities between the public, private, and nonprofit sectors. This component must, at a minimum: contain strategies to ensure the availability of adequate public shelter space in each county ~~region of the state~~; establish strategies for refuge-of-last-resort programs; provide strategies to assist local emergency management efforts to ensure that adequate staffing plans exist for all shelters, including medical and security personnel; provide for a postdisaster communications system for public shelters; establish model shelter guidelines for operations, registration, inventory, power generation capability, information management, and staffing; and set forth policy guidance for sheltering people with special needs.

3. Include a postdisaster response and recovery component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of postdisaster response and recovery activities. This component must provide for postdisaster response and recovery strategies according to whether a disaster is minor, major, or catastrophic. The postdisaster response and recovery component must, at a minimum: establish the structure of the state's postdisaster response and

recovery organization; establish procedures for activating the state's plan; set forth policies used to guide postdisaster response and recovery activities; describe the chain of command during the postdisaster response and recovery period; describe initial and continuous postdisaster response and recovery actions; identify the roles and responsibilities of each involved agency and organization; provide for a comprehensive communications plan; establish procedures for coordinating and monitoring statewide mutual aid agreements reimbursable under federal public disaster assistance programs; provide for rapid impact assessment teams; ensure the availability of an effective statewide urban search and rescue program coordinated with the fire services; ensure the existence of a comprehensive statewide medical care and relief plan administered by the Department of Health; and establish systems for coordinating volunteers and accepting and distributing donated funds and goods.

4. Include additional provisions addressing aspects of preparedness, response, recovery, and mitigation as determined necessary by the division.

5. Address the need for coordinated and expeditious deployment of state resources, including the Florida National Guard. In the case of an imminent major disaster, procedures should address predeployment of the Florida National Guard, and, in the case of an imminent catastrophic disaster, procedures should address predeployment of the Florida National Guard and the United States Armed Forces.

6. Establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations, including public health emergencies, and can communicate emergency response decisions.

7. Establish guidelines and schedules for annual exercises that evaluate the ability of the state and its political subdivisions to respond to minor, major, and catastrophic disasters and support local emergency management agencies. Such exercises shall be coordinated with local governments and, to the extent possible, the Federal Government.

8. Assign lead and support responsibilities to state agencies and personnel for emergency support functions and other support activities.

9. Include the public health emergency plan developed by the Department of Health pursuant to s. 381.00315.

10. Include an update on the status of the emergency management capabilities of the state and its political subdivisions. The update must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.

The complete state comprehensive emergency management plan must be submitted to the President of the Senate, the Speaker of the House of


CODING: Words stricken are deletions; words underlined are additions.

Representatives, and the Governor on February 1 of every even-numbered year.

(c) Assist political subdivisions in preparing and maintaining emergency management plans. Such assistance must include the development of a template for comprehensive emergency management plans, including plans for natural disasters, and guidance on the development of mutual aid agreements.

(n) Implement training programs to maintain this state's status as a national leader in emergency management and improve the ability of state and local emergency management personnel to prepare and implement emergency management plans and programs. This must ~~shall~~ include a continuous training program for agencies and individuals who ~~that~~ will be called on to perform key roles in state and local postdisaster response and recovery efforts and for local government personnel on federal and state postdisaster response and recovery strategies and procedures. The division shall specify requirements for the minimum number of training hours that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete biennially in addition to the training required pursuant to s. 252.38(1)(b). Such training may be provided by the division or, for county personnel, by a foundation that is a not-for-profit corporation under s. 501(c)(3) of the Internal Revenue Code and has a governing board that includes in its membership county commissioners and professional county staff. If training is provided by a foundation, such training must be approved by the division.

~~(x) Report biennially to the President of the Senate, the Speaker of the House of Representatives, the Chief Justice of the Supreme Court, and the Governor, no later than February 1 of every odd-numbered year, the status of the emergency management capabilities of the state and its political subdivisions. This report must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.~~

(dd) Conduct, by April 1 of each year, an annual hurricane readiness session in each region designated by the division to facilitate coordination between all emergency management stakeholders. Each county emergency management director or his or her designee shall, and other county and municipal personnel may, attend the session for his or her region. A session must include, but is not limited to, guidance on timelines for preparation and response, information on state and federal postdisaster resources and assistance, guidance to promote efficient and expedited rebuilding of the community after a hurricane, best practices for coordination and communication among entities engaged in postdisaster response and recovery, and discussion of any outstanding county or municipal preparedness or readiness needs.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 8. Subsection (4) of section 252.355, Florida Statutes, is renumbered as subsection (5), paragraph (b) of subsection (2) is amended, and a new subsection (4) is added to that section, to read:

252.355 Registry of persons with special needs; notice; registration program.—

(2) In order to ensure that all persons with special needs may register, the division shall develop and maintain a special needs shelter registration program. During a public health emergency in which physical distancing is necessary, as determined by the State Health Officer, the division must maintain information on special needs shelter options that mitigate the threat of the spread of infectious diseases.

(b) To assist in identifying persons with special needs, home health agencies, hospices, nurse registries, home medical equipment providers, the Department of Veterans' Affairs, the Department of Children and Families, the Department of Health, the Agency for Health Care Administration, the Department of Education, the Agency for Persons with Disabilities, the Department of Elderly Affairs, and memory disorder clinics shall, and any physician licensed under chapter 458 or chapter 459 and any pharmacy licensed under chapter 465 may, annually provide registration information to all of their special needs clients or their caregivers. The Florida Housing Finance Corporation shall enter into memoranda of understanding with the Department of Elderly Affairs and with the Agency for Persons with Disabilities to ensure special needs registration information is provided to residents of low-income senior independent living properties and independent living properties for persons with intellectual or developmental disabilities funded by the Florida Housing Finance Corporation, respectively. The division shall develop a brochure that provides information regarding special needs shelter registration procedures. The brochure must be easily accessible on the division's website. All appropriate agencies and community-based service providers, including aging and disability resource centers, memory disorder clinics, home health care providers, hospices, nurse registries, and home medical equipment providers, shall, and any physician licensed under chapter 458 or chapter 459 may, assist emergency management agencies by annually registering persons with special needs for special needs shelters, collecting registration information for persons with special needs as part of the program intake process, and establishing programs to educate clients about the registration process and disaster preparedness safety procedures. A client of a state-funded or federally funded service program who has a physical, mental, or cognitive impairment or sensory disability and who needs assistance in evacuating, or when in a shelter, must register as a person with special needs. The registration program shall give persons with special needs the option of preauthorizing emergency response personnel to enter their homes during search and rescue operations if necessary to ensure their safety and welfare following disasters.


CODING: Words stricken are deletions; words underlined are additions.

(4) The caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom he or she is the caregiver, shall be allowed to shelter together in the special needs shelter. If a person with special needs is responsible for the care of persons without special needs, those persons shall be allowed to use the special needs shelter with the person with special needs.

Section 9. Effective January 1, 2026, subsection (2) of section 252.3611, Florida Statutes, is amended, and subsection (5) is added to that section, to read:

252.3611 Transparency; audits.—

(2) If ~~When~~ the duration of a declaration of a state of ~~an~~ emergency issued by the Governor exceeds 90 days:

(a)1. The Executive Office of the Governor or the appropriate agency, within 72 hours after ~~of~~ executing a contract executed with moneys authorized for expenditure to support the response to the declared state of emergency, must ~~the Executive Office of the Governor or the appropriate agency shall~~ submit a copy of such contract to the Legislature. For contracts executed during the first 90 days of the declared state of emergency, the Executive Office of the Governor or the appropriate agency shall submit a copy to the Legislature within the first 120 days of the declared state of emergency.

2. All contracts executed to support the response to a declared state of emergency, including contracts executed before a declared state of emergency to secure resources or services in advance or anticipation of an emergency, must be posted on the secure contract tracking system required under s. 215.985(14).

(b) The Executive Office of the Governor or the appropriate agency shall submit monthly reports to the Legislature of all state expenditures, revenues received, and funds transferred by an agency during the previous month to support the declared state of emergency.

(5) Annually, by January 15, the division shall report to the President of the Senate, the Speaker of the House of Representatives, and the chairs of the appropriations committee of each house of the Legislature on expenditures related to emergencies incurred over the year from November 1 of the previous year. The report must include:

(a) A separate summary of each emergency event, whether complete or ongoing, and key actions taken by the division.

(b) Details of expenditures, separated by emergency event and agency, for preparing for, responding to, or recovering from the event. The report must specify detailed expenditures for the entire report time period; specify total expenditures for the event; and indicate amounts that are being or are anticipated to be reimbursed by the Federal Emergency Management


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Agency or other federal entity, amounts ineligible for reimbursement, and any amounts deobligated by the Federal Emergency Management Agency or other federal entity for reimbursement. The division shall review expenditures by state agencies to ensure that efforts, purchases, contracts, or expenditures are not duplicated.

(c) An accounting of all inventory and assets purchased, separated by emergency event and agency, for preparing for, responding to, or recovering from the event, including motor vehicles, boats, computers, and other equipment, and the current status of such assets, including divestment, sale, or donation by the state. The report must include a detailed accounting for the entire report time period and specify a total for the event.

Section 10. Paragraph (a) of subsection (1) of section 252.363, Florida Statutes, is amended to read:

252.363 Tolling and extension of permits and other authorizations.—

(1)(a) The declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining to exercise the rights under a permit or other authorization for the duration of the emergency declaration. Further, the emergency declaration extends the period remaining to exercise the rights under a permit or other authorization for 24 months in addition to the tolled period. The extended period to exercise the rights under a permit or other authorization may not exceed 48 months in total in the event of multiple natural emergencies for which the Governor declares a state of emergency. The tolling and extension of permits and other authorizations under this paragraph shall apply retroactively to September 28, 2022, except in the case of the formal determination of the delineation of the extent of wetlands under s. 373.421, in which case tolling and extension of determinations under this paragraph shall apply retroactively to January 1, 2023. This paragraph applies to the following:

1. The expiration of a development order issued by a local government.

2. The expiration of a building permit.

3. The expiration of a permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373.

4. Permits issued by the Department of Environmental Protection or a water management district pursuant to part II of chapter 373 for land subject to a development agreement under ss. 163.3220-163.3243 in which the permittee and the developer are the same or a related entity.

5. The buildout date of a development of regional impact, including any extension of a buildout date that was previously granted as specified in s. 380.06(7)(c).


CODING: Words stricken are deletions; words underlined are additions.

6. The expiration of a development permit or development agreement authorized by Florida Statutes, including those authorized under the Florida Local Government Development Agreement Act, or issued by a local government or other governmental agency.

7. The formal determination of the delineation of the extent of wetlands under s. 373.421.

Section 11. Subsection (4) of section 252.365, Florida Statutes, is amended to read:

252.365 Emergency coordination officers; disaster-preparedness plans.

(4) On or before May 1 of each year, the head of each agency shall notify the Governor and the division in writing of the person initially designated as the emergency coordination officer for such agency and her or his alternate and of any changes in persons so designated thereafter.

Section 12. Section 252.3655, Florida Statutes, is amended to read:

252.3655 Natural hazards risks and mitigation interagency coordinating group ~~workgroup~~.—

(1)(a) An interagency coordinating group ~~workgroup~~ is created for the purpose of sharing information on the current and potential risks and impacts of natural hazards throughout this ~~the~~ state, coordinating the ongoing efforts of state agencies in addressing and mitigating the risks and impacts of natural hazards, and collaborating on statewide initiatives to address and mitigate the risks and impacts of natural hazards. As used in this section, the term "natural hazards" includes, but is not limited to, extreme heat, drought, wildfire, sea-level change, high tides, storm surge, saltwater intrusion, stormwater runoff, flash floods, inland flooding, and coastal flooding.

(b) The agency head, or his or her designated senior manager, from each of the following agencies shall serve on the coordinating group:

1. Chief Resilience Officer of the Statewide Office of Resilience.

2. Department of Agriculture and Consumer Services.

3. Department of Commerce.

4. Department of Environmental Protection.

5. Department of Financial Services.

6. Department of Law Enforcement.

7. Department of Highway Safety and Motor Vehicles.

8. Department of Military Affairs.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

9. Division of Emergency Management.

10. Department of Transportation.

11. Fish and Wildlife Conservation Commission.

12. Office of Insurance Regulation.

13. Public Service Commission.

14. Each water management district ~~Each agency within the executive branch of state government, each water management district, and the Florida Public Service Commission shall select from within such agency a person to be designated as the agency liaison to the workgroup~~.

(c) The director of the Division of Emergency Management, or his or her designee, shall serve as the administrator ~~liaison to and coordinator~~ of the coordinating group ~~workgroup~~.

(d) Each agency representative ~~liaison~~ shall provide information from his or her respective agency, including all relevant reports, on the current and potential risks and impacts of natural hazards to this state ~~to his or her agency~~, agency resources available, and efforts made by the agency to address and mitigate the risks and impacts of ~~against~~ natural hazards~~, and efforts made by the agency to address the impacts of natural hazards~~.

(e)1. The coordinating group ~~workgroup~~ shall meet in person or by means of communications media technology as provided in s. 120.54(5)(b)2. at least ~~teleconference on a~~ quarterly ~~basis~~ to share information, leverage agency resources, coordinate ongoing efforts, and provide information for inclusion in the annual progress report submitted pursuant to subsection (2). Agency heads for the agencies listed in paragraph (b) shall meet in person at least annually to collectively strategize and prioritize state efforts.

2. Information regarding the coordinating group, including meeting agendas and reports, must be posted in a conspicuous location on the division's website.

(2)(a) On behalf of the coordinating group ~~workgroup~~, the division ~~of Emergency Management~~ shall prepare an annual progress report on the implementation of the state's hazard mitigation plan, developed and submitted in accordance with 42 U.S.C. s. 5165 and any implementing regulations, as it relates to natural hazards. At a minimum, the annual progress report must:

1. Assess each agency's ~~the relevance, level, and significance of current agency~~ efforts to address and mitigate the risks and impacts of natural hazards; ~~and~~

2. Strategize and prioritize ongoing efforts to address and mitigate the risks and impacts of natural hazards;


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

3. Provide recommendations regarding statutory changes and funding that may assist in addressing or mitigating the risks and impacts of natural hazards; and

4. Provide recommendations for state and local natural hazard mitigation strategies.

(b) ~~Each liaison is responsible for ensuring that the workgroup's annual progress report is posted on his or her agency's website.~~

~~(c)~~ By January 1 of each year, ~~2019, and each year thereafter,~~ the division on behalf of the coordinating group ~~workgroup~~ shall submit the annual progress report to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

Section 13. Paragraphs (c) and (d) of subsection (5) of section 252.37, Florida Statutes, are redesignated as paragraphs (d) and (e), respectively, a new paragraph (c) is added to that subsection, and subsection (7) is added to that section, to read:

252.37 Financing.—

(5) Unless otherwise specified in the General Appropriations Act:

(c) If the division intends to accept or apply for federal funds for a division-administered program that is new, that will be implemented in a manner that is innovative or significantly different from the manner in which the program is typically administered, or that will require a state match for which the division will be required to seek new budget authority, the division must notify the Legislature of its intent to accept or apply for the federal funds. The notice must detail the federal program under which the funds will be accepted or applied for, the intended purpose and use of the funds, and the amount of funds, including the estimated state match.

(7) The division shall take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies. Such steps must include the standardization and streamlining of the application process for financial assistance through the federal Public Assistance Program and provision of assistance to applicants in order to mitigate the risk of noncompliance with federal program requirements. The division shall use federal funds allocated as management costs or other funds as appropriated to implement this subsection.

Section 14. Paragraph (a) of subsection (2) of section 252.373, Florida Statutes, is amended to read:

252.373 Allocation of funds; rules.—

(2) The division shall allocate funds from the Emergency Management, Preparedness, and Assistance Trust Fund to local emergency management


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

agencies and programs pursuant to criteria specified in rule. Such rules shall include, but are not limited to:

(a) Requiring that, at a minimum, a local emergency management agency either:

1. Have a program director who works at least 40 hours a week in that capacity; or

2. If the county has fewer than 75,000 population or is party to an interjurisdictional emergency management agreement entered into pursuant to s. 252.38(3)(c) ~~s. 252.38(3)(b)~~, that is recognized by the Governor by executive order or rule, have an emergency management coordinator who works at least 20 hours a week in that capacity.

Section 15. Paragraphs (a) and (b) of subsection (3) of section 252.38, Florida Statutes, are redesignated as paragraphs (b) and (c), respectively, a new paragraph (a) is added to that subsection, and paragraph (a) of subsection (1) is amended, to read:

252.38 Emergency management powers of political subdivisions.—Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state.

(1) COUNTIES.—

(a) In order to provide effective and orderly governmental control and coordination of emergency operations in emergencies within the scope of ss. 252.31-252.90, each county within this state shall be within the jurisdiction of, and served by, the division. Except as otherwise provided in ss. 252.31-252.90, each local emergency management agency shall have jurisdiction over and serve an entire county. Unless part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(c) ~~(3)(b)~~ which is recognized by the Governor by executive order or rule, each county must establish and maintain such an emergency management agency and shall develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(c) ~~(3)(b)~~ which is recognized by the Governor by executive order or rule shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(3) EMERGENCY MANAGEMENT POWERS; POLITICAL SUBDIVISIONS.—

(a) Each political subdivision shall notify the division on or before May 1 each year of the person designated as the emergency contact for the political subdivision and his or her alternate and of any changes in persons so


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

designated thereafter. For a county, the emergency contact must be the county emergency management director.

Section 16. Section 252.381, Florida Statutes, is created to read:

252.381 Information related to natural emergencies; poststorm county and municipal permitting; operations.—

(1) Each county and municipality must post on its publicly accessible website:

(a) A frequently asked questions web page related to natural emergency response, emergency preparedness, and public relief for residents following an emergency. The web page must answer questions concerning resident evacuations; safety tips; generator, food and drinking water, and wastewater and stormwater safety; damage assessment; debris cleanup; accessing assistance through the Federal Emergency Management Agency and this state; building recovery; natural emergency guidance; applicable laws; and what to do before, during, and after an emergency.

(b) A disaster supply list and a list of emergency shelters.

(c) Links to information about flood zones.

(d) A checklist for residents explaining next steps to take during postdisaster recovery.

(e) Information specific to persons with disabilities, including, but not limited to, guidelines for special needs shelter registration; an explanation of how to register for special needs shelters and where to obtain assistance with that process; guidelines as to the level of care that is or is not provided at a special needs shelter as well as situations when either a general population shelter or hospital should be considered; and any other postdisaster assistance or resources available to affected persons with disabilities impacted by a disaster.

(2)(a) Each county and municipality shall develop a poststorm permitting plan to expedite recovery and rebuilding by providing for special building permit and inspection procedures after a hurricane or tropical storm. The plan must, at a minimum:

1. Ensure sufficient personnel are prepared and available to expeditiously manage postdisaster building inspection, permitting, and enforcement tasks. The plan must anticipate conditions that would necessitate supplemental personnel for such tasks and address methods for fulfilling such personnel needs, including through mutual aid agreements as authorized in s. 252.40, other arrangements, such as those with private sector contractors, or supplemental state or federal funding. The plan must include training requirements and protocols for supplemental personnel to ensure compliance with local floodplain management requirements that apply within the county or municipality.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

2. Account for multiple or alternate locations where building permit services may be offered in person to the public following a hurricane or tropical storm during regular business hours.

3. Specify a protocol to expedite permitting procedures and, if practicable, for the waiver or reduction of applicable fees in accordance with and in addition to the procedures and waivers provided for under s. 553.7922. The plan must identify the types of permits that are frequently requested following a hurricane or tropical storm and methods to expedite the processing of such permits.

4. Specify procedures and resources necessary to promote expeditious debris removal following a hurricane or tropical storm.

(b) Each county and municipality shall update the plan no later than May 1 annually.

(3)(a) By May 1 annually, each county and municipality shall publish on its website a hurricane and tropical storm recovery permitting guide for residential and commercial property owners. The guide must describe:

1. The types of poststorm repairs that require a permit and applicable fees.

2. The types of poststorm repairs that do not require a permit.

3. The poststorm permit application process and specific modifications the county or municipality commonly makes to expedite the process, including the physical locations where permitting services will be offered.

4. Local requirements for rebuilding specific to the county or municipality, including elevation requirements following substantial damage and substantial improvement pursuant to the National Flood Insurance Program (NFIP) and any local amendments to the building code.

(b) As soon as practicable following a hurricane or tropical storm, a county or municipality within the area for which a state of emergency pursuant to s. 252.36 for such hurricane or tropical storm is declared shall publish updates on its website to the information required under paragraph (a) which are specific to such storm, including any permitting fee waivers or reductions.

(4) For 180 days after a state of emergency is declared pursuant to s. 252.36 for a hurricane or tropical storm, a county or municipality within the area for which the state of emergency is declared may not increase building permit or inspection fees.

(5) On or before May 1, 2026, each county and municipality must provide an online option for receiving, reviewing, and accessing substantial damage and substantial improvement letters. The county or municipality must allow


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

homeowners to provide an e-mail address where they can receive digital copies of such letters.

(6) As soon as reasonably practicable following the landfall and passage of a hurricane or tropical storm, each county and municipality that has experienced a direct impact from a natural emergency must use its best efforts to open a permitting office at which residents can access government services for at least 40 hours per week.

Section 17. Subsections (2) and (3) of section 252.385, Florida Statutes, are amended to read:

252.385 Public shelter space; public records exemption.—

(2)~~(a)~~ The division shall administer a program to survey existing schools, universities, community colleges, and other state-owned, municipally owned, and county-owned public buildings and any private facility that the owner, in writing, agrees to provide for use as a public hurricane evacuation shelter to identify those that are appropriately designed and located to serve as such shelters. The owners of the facilities must be given the opportunity to participate in the surveys. The state university boards of trustees, district school boards, community college boards of trustees, and the Department of Education are responsible for coordinating and implementing the survey of public schools, universities, and community colleges with the division or the local emergency management agency.

~~(b) By January 31 of each even-numbered year, the division shall prepare and submit a statewide emergency shelter plan to the Governor and Cabinet for approval, subject to the requirements for approval in s. 1013.37(2). The emergency shelter plan must project, for each of the next 5 years, the hurricane shelter needs of the state, including periods of time during which a concurrent public health emergency may necessitate more space for each individual to accommodate physical distancing. In addition to information on the general shelter needs throughout this state, the plan must identify the general location and square footage of special needs shelters, by regional planning council region. The plan must also include information on the availability of shelters that accept pets. The Department of Health shall assist the division in determining the estimated need for special needs shelter space and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.~~

(3)(a) The division shall annually provide by October 15 to the Governor, the President of the Senate, and the Speaker of the House of Representatives a report that includes~~, and the Governor~~ a list of facilities recommended to be retrofitted using state funds. State funds should be maximized and targeted to projects in counties ~~regional planning council regions~~ with hurricane evacuation shelter deficits. Additionally, the division shall prioritize on the list of recommended facilities other state-owned, municipal-owned, and county-owned public buildings, other than schools, for


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

retrofitting using state funds. The owner or lessee of a public hurricane evacuation shelter that is included on the list of facilities recommended for retrofitting is not required to perform any recommended improvements.

(b) The report required in paragraph (a) must include a statewide emergency shelter plan that must project, for each of the next 5 years, the hurricane shelter needs of the state. In addition to information on the general shelter needs throughout this state, the plan must identify, by county, the general location and square footage of special needs shelters. The plan must also include information on the availability of shelters that accept pets. The Department of Health and the Agency for Persons with Disabilities shall assist the division in determining the estimated need for special needs shelter space, the estimated need for general shelter space to accommodate persons with developmental disabilities, including, but not limited to, autism, and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.

Section 18. Section 252.422, Florida Statutes, is created to read:

252.422 Restrictions on county or municipal regulations after a hurricane.—

(1) As used in this section, the term "impacted local government" means a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane or a municipality located within such a county.

(2) For 1 year after a hurricane makes landfall, an impacted local government may not propose or adopt:

(a) A moratorium on construction, reconstruction, or redevelopment of any property.

(b) A more restrictive or burdensome amendment to its comprehensive plan or land development regulations.

(c) A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined in s. 163.3164.

(3) Notwithstanding subsection (2), a comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by an impacted local government before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the impacted local government and the property that is the subject of the application is owned by the initiating private party;


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(b) The proposed comprehensive plan amendment was submitted to reviewing agencies pursuant to s. 163.3184 before landfall; or

(c) The proposed comprehensive plan amendment or land development regulation is approved by the state land planning agency pursuant to s. 380.05.

(4)(a) Any person may file suit against any impacted local government for declaratory and injunctive relief to enforce this section.

(b) A county or municipality may request a determination by a court of competent jurisdiction as to whether such action violates this section. Upon such a request, the county or municipality may not enforce the action until the court has issued a preliminary or final judgment determining whether the action violates this section.

(c) Before a plaintiff may file suit, the plaintiff shall notify the impacted local government by setting forth the facts upon which the complaint or petition is based and the reasons the impacted local government's action violates this section. Upon receipt of the notice, the impacted local government shall have 14 days to withdraw or revoke the action at issue or otherwise declare it void. If the impacted local government does not withdraw or revoke the action at issue within the time prescribed, the plaintiff may file suit. The plaintiff shall be entitled to entry of a preliminary injunction to prevent the impacted local government from implementing the challenged action during pendency of the litigation. In any action instituted pursuant to this paragraph, the prevailing plaintiff shall be entitled to reasonable attorney fees and costs.

(d) In any case brought under this section, all parties are entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(5) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall conduct a study on actions taken by local governments after hurricanes which are related to comprehensive plans, land development regulations, and procedures for review, approval, or issuance of site plans, permits, or development orders. The study must focus on the impact that local governmental actions, including moratoriums, ordinances, and procedures, have had or may have on construction, reconstruction, or redevelopment of any property damaged by hurricanes. In its research, OPPAGA shall survey stakeholders that play integral parts in the rebuilding and recovery process. OPPAGA shall make recommendations for legislative options to remove impediments to the construction, reconstruction, or redevelopment of any property damaged by a hurricane and prevent the implementation by local governments of burdensome or restrictive procedures and processes. OPPAGA shall submit the report to the President of the Senate and the Speaker of the House of Representatives by December 1, 2025.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 19. Effective January 1, 2026, section 252.505, Florida Statutes, is created to read:

252.505 Breach of contract during emergency recovery periods for natural emergencies.—Each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Section 20. Subsection (4) is added to section 373.423, Florida Statutes, to read:

373.423 Inspection.—

(4)(a) By September 1, 2026, the department shall submit a Flood Inventory and Restoration Report to the Division of Emergency Management. The department must work with water management districts, local governments, and operators of public and private stormwater management systems to compile the necessary information for the report, which must:

1. Identify priority infrastructure needs within each water management district jurisdiction that may result in flooding or property damage or threaten human health if left unaddressed;

2. Identify locations that have both historic flooding occurrences, based on flood zones identified by the Federal Emergency Management Agency, and the potential to flood from future significant storm events, such as hurricanes and tropical storms;

3. For each location identified in subparagraph 1. or subparagraph 2., include an inspection and maintenance schedule and specific information on the age of the infrastructure, upstream impacts, and other factors that may lead to system failure if unaddressed; and

4. Include a list of facilities prioritized for funding to address flooding issues.

(b) The owner of any priority infrastructure identified in the report must submit an inspection and maintenance schedule to the department.

(c) The department must review and update the report on a biannual basis. The report must provide information regarding compliance with the inspection and maintenance schedules, include any additional revisions based on storm event experience, and revise the list of facilities as new flooding events take place and new projects are implemented to alleviate infrastructure deficiencies which led to flooding events. The department

must submit an updated report to the Division of Emergency Management by September 1 of each year in which the report is due.

Section 21. Paragraph (a) of subsection (9) of section 380.0552, Florida Statutes, is amended to read:

380.0552 Florida Keys Area; protection and designation as area of critical state concern.—

(9) MODIFICATION TO PLANS AND REGULATIONS.—

(a) Any land development regulation or element of a local comprehensive plan in the Florida Keys Area may be enacted, amended, or rescinded by a local government, but the enactment, amendment, or rescission becomes effective only upon approval by the state land planning agency. The state land planning agency shall review the proposed change to determine if it is in compliance with the principles for guiding development specified in chapter 27F-8, Florida Administrative Code, as amended effective August 23, 1984, and must approve or reject the requested changes within 60 days after receipt. Amendments to local comprehensive plans in the Florida Keys Area must also be reviewed for compliance with the following:

1. Construction schedules and detailed capital financing plans for wastewater management improvements in the annually adopted capital improvements element, and standards for the construction of wastewater treatment and disposal facilities or collection systems that meet or exceed the criteria in s. 403.086(11) for wastewater treatment and disposal facilities or s. 381.0065(4)(l) for onsite sewage treatment and disposal systems.

2. Goals, objectives, and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24.5 ~~24~~ hours. The hurricane evacuation clearance time shall be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by the state land planning agency. For purposes of hurricane evacuation clearance time:

a. Mobile home residents are not considered permanent residents.

b. The City of Key West Area of Critical State Concern established by chapter 28-36, Florida Administrative Code, shall be included in the hurricane evacuation study and is subject to the evacuation requirements of this subsection.

Section 22. The Department of Commerce shall conduct baseline modeling scenarios and gather data in order to determine a number of building permit allocations to be distributed in the Florida Keys Area based upon the hurricane evacuation clearance time provided in s. 380.0552(9)(a), Florida Statutes, as amended by this act. The permit allocations must be distributed to counties and municipalities based on the number of vacant buildable lots within each jurisdiction. The permit allocations must be


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

distributed over a period of at least 10 years but may not exceed 900 total permit allocations. All permits must be issued for vacant, buildable parcels, of which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner-occupied residences, affordable housing, and workforce housing.

Section 23. Subsection (1) of section 400.063, Florida Statutes, is amended to read:

400.063 Resident protection.—

(1) The Health Care Trust Fund shall be used for the purpose of collecting and disbursing funds generated from the license fees and administrative fines as provided for in ss. 393.0673(5), 400.062(3), 400.121(2), and 400.23(8). Such funds shall be for the sole purpose of paying for the appropriate alternate placement, care, and treatment of residents who are removed from a facility licensed under this part or a facility specified in s. 393.0678(1) in which the agency determines that existing conditions or practices constitute an immediate danger to the health, safety, or security of the residents. If the agency determines that it is in the best interest of the health, safety, or security of the residents to provide for an orderly removal of the residents from the facility, the agency may utilize such funds to maintain and care for the residents in the facility pending removal and alternative placement. The maintenance and care of the residents shall be under the direction and control of a receiver appointed pursuant to s. 393.0678(1) or s. 400.126(1). However, funds may be expended in an emergency upon a filing of a petition for a receiver, upon the declaration of a state of local emergency pursuant to s. 252.38(3)(b)5. ~~s. 252.38(3)(a)5.~~, or upon a duly authorized local order of evacuation of a facility by emergency personnel to protect the health and safety of the residents.

Section 24. Subsection (7) of section 403.7071, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

403.7071 Management of storm-generated debris.—Solid waste generated as a result of a storm event that is the subject of an emergency order issued by the department may be managed as follows:

(7) Unless otherwise specified in a contract or franchise agreement between a local government and a private solid waste or debris management service provider, a private solid waste or debris management service provider is not required to collect storm-generated yard trash, debris, or waste. Local governments are authorized and encouraged to add an addendum to existing contracts or franchise agreements for collection of storm-generated debris.

(8)(a) Each county and municipality shall apply to the department for authorization of at least one debris management site as described in subsection (2) and shall annually seek preauthorization for any previously approved debris management sites, as allowed by the department.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(b) A municipality may jointly apply for authorization of a debris management site with a county or at least one adjacent municipality, if the parties develop and approve a memorandum of understanding. Such memorandum must clearly outline the capacity of the debris management site and location of the site relative to each party. The memorandum of understanding must be approved annually as part of the preauthorization process described in paragraph (a).

Section 25. Section 489.1132, Florida Statutes, is created to read:

489.1132 Regulation of hoisting equipment used in construction, demolition, or excavation work during a hurricane.—

(1) As used in this section, the term:

(a) "Controlling entity" means the general contractor, prime contractor, or construction manager with overall responsibility for a construction project.

(b) "Hoisting equipment" means power-operated cranes, derricks, and hoists used in construction, demolition, or excavation work that are regulated by the Occupational Safety and Health Administration.

(c) "Mobile crane" means a type of hoisting equipment incorporating a cable-suspended latticed boom or hydraulic telescoping boom designed to be moved between operating locations by transport over a roadway. The term does not include a mobile crane with a boom length of less than 25 feet or a maximum rated load capacity of less than 15,000 pounds.

(d) "Tower crane" means a type of hoisting equipment using a vertical mast or tower to support a working boom in an elevated position if the working boom can rotate to move loads laterally either by rotating at the top of the mast or tower or by the rotation of the mast or tower itself, whether the mast or tower base is fixed in one location or ballasted and moveable between locations.

(2)(a) When a tower crane or mobile crane is located on a worksite, a hurricane preparedness plan for the crane must be available for inspection at the worksite.

(b) In preparation for a hurricane, the controlling entity must ensure that hoisting equipment is secured in the following manner no later than 24 hours before the impacts of the hurricane are anticipated to begin:

1. All hoisting equipment must be secured in compliance with manufacturer recommendations relating to hurricane and high-wind events, including any recommendations relating to the placement, use, and removal of advertising banners and rigging.

2. Tower crane turntables must be lubricated before the event.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

3. Fixed booms on mobile cranes must be laid down whenever feasible.

4. Booms on hydraulic cranes must be retracted and stored.

5. The counterweights of any hoists must be locked below the top tie-in.

6. Tower cranes must be set in the weathervane position.

7. All rigging must be removed from hoist blocks.

8. All power at the base of tower cranes must be disconnected.

(3) A person licensed under this part who intentionally violates this section is subject to discipline under ss. 455.227 and 489.129.

(4) The Florida Building Commission shall establish best practices for the utilization of tower cranes and hoisting equipment on construction job sites during hurricane season and report its findings to the Legislature by December 31, 2026.

Section 26. Subsection (6) of section 553.902, Florida Statutes, is amended to read:

553.902 Definitions.—As used in this part, the term:

(6) "Renovated building" means a residential or nonresidential building undergoing alteration that varies or changes insulation, HVAC systems, water heating systems, or exterior envelope conditions, if the estimated cost of renovation exceeds 30 percent of the assessed value of the structure. However, if the alteration is a result of a natural disaster that is the subject of a declaration of a state of emergency by the Governor, the estimated cost of renovation must exceed 75 percent of the fair market value of the building before the natural disaster.

Section 27. The Division of Emergency Management shall consult with local governments, the Department of Business and Professional Regulation, the Department of Environmental Protection, and any other appropriate agencies to develop recommendations for statutory changes necessary to streamline the permitting process for repairing and rebuilding structures damaged during natural emergencies. By July 1, 2026, the division shall provide a report containing such recommendations to the President of the Senate and the Speaker of the House of Representatives.

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site

plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

(2) Notwithstanding subsection (1), any comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by a county or municipality before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the county or municipality.

(b) The property that is the subject of the application is owned by the initiating private party.

(3)(a) A resident of or the owner of a business in a county or municipality may bring a civil action for declaratory and injunctive relief against the county or municipality for a violation of this section. Pending adjudication of the action and upon filing of a complaint showing a violation of this section, the resident or business owner is entitled to a preliminary injunction against the county or municipality preventing implementation of the moratorium or the comprehensive plan amendment, land development regulation, or procedure. If such civil action is successful, the resident or business owner is entitled to reasonable attorney fees and costs.

(b) Attorney fees and costs and damages may not be awarded pursuant to this subsection if:

1. The resident or business owner provides the governing body of the county or municipality written notice that a proposed or enacted moratorium, comprehensive plan amendment, land development regulation, or procedure is in violation of this section; and

2. The governing body of the county or municipality withdraws the proposed moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days; or, in the case of an adopted moratorium, comprehensive plan amendment, land development regulation, or procedure, the governing body of a county or municipality notices an intent to repeal within 14 days after receipt of the notice and repeals the moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days thereafter.

(4) This section expires June 30, 2028.

Section 29. The Division of Law Revision is directed to replace the phrase "the effective date of this act" wherever it occurs in this act with the date this act becomes a law.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 30. Except as otherwise provided in this act, this act shall take effect upon becoming a law.

Approved by the Governor June 26, 2025.

Filed in Office Secretary of State June 26, 2025.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

BAL HARBOUR

- VILLAGE -

# MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk

DATE: September 10, 2025

RE: Lobbyist Registration Report

| Name of Lobbyist | Principal Represented | Date Registered |
|---|---|---|
| Carter McDowell | LK Hotel, LLC | 01/01/25 |
| Nicholas Noto | Carlton Terrace Owner | 01/15/25 |
| Thomas Robertson | LK Hotel, LLC | 01/15/25 |
| Caroline Travis | Bal Harbour Shops LLC | 01/16/25 |
| Ivor Nicholas Massey | Bal Harbour Shops LLC | 01/16/25 |
| Benjamin Elias | Bal Harbour Shops LLC | 01/16/25 |
| Ian DeMello | Mathew Whitman Lazenby | 01/22/25 |
| John Shubin | Mathew Whitman Lazenby | 01/22/25 |
| Eitan Zimmerman | Bal Harbour Civic Association, Inc. | 02/24/25 |
| Rita Collins | Bal Harbour Civic Association, Inc. | 02/24/25 |
| Neca Logan | Bal Harbour Civic Association, Inc. | 02/24/25 |
| | | |
| | | |

BAL HARBOUR

- VILLAGE -

# MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen SLT

DATE: September 16, 2025

RE: Monthly Report of Village Attorney for August 2025 Activities

---

Here is the monthly report on the Village Attorney's activities. While we attend to Village business and confer with Village officials continuously, this report highlights specific tasks and projects for the month. Please contact me or Robert Meyers if you have any questions about this report.

**Retainer Services**

Within the fixed fee retainer in August 2025 (104), we attended and followed up from the August 1 retreat. We began to review, advise, and prepare documents for agenda items for the September Council and ARB meetings, including the budget, assessment, and millage related matters. We attended the weekly staff meetings and the monthly agenda review and after action meetings.

Specific additional matters included:

- We continued our work to complete amended and consolidated easements and associated agreements, including correspondence with client and OBH counsel concerning OBH and the proposed agreement and easement related to the jetty project.
- We further reviewed the One BH covenants and agreement to respond to an inquiry regarding its relationship to the Development Agreement.
- We reviewed, revised and approved six ARB agenda items, and conferred with staff.
- We reviewed and consulted with Building staff on new legislation, and analyzed case law on inspections of short term rentals. We further analyzed issues re condo hotels per staff inquiries. We continued summarizing other legislation of interest to the Village.
- We analyzed inquiries and drafted correspondence re zoning considerations in the design of Village Hall.
- We analyzed meeting procedures related to special meetings.
- We worked with Finance to update vendor forms, and analyzed/summarized the prompt payment act requirements. We reviewed and prepared for budget and millage hearing process.

- We analyzed and advised staff on issues with an elevator maintenance contract.
- We worked with staff and FDOT on the renewal of a lease of property under the bridge, drainage utilities and new FDOT request for Village obligations.
- We conferred with staff and further advised on the revisions to the park rental policies, and how they can be administered.
- We followed up and responded to staff inquiries re the Fairfield property turnover.
- We continued our review of an agreement with Prophecy CRE related to AI activities.
- We reviewed and analyzed proposal and amendments re Waste Connections agreement.

**Additional Services**

For the Security/Landscaping Assessment matter, we reviewed materials and conferred with staff for the final levying of the assessment; analyzed and responded to staff inquiries and amendments, and finalized the shuttle services agreement; drafted a resolution and reviewed/revised agreement re Kent Securities; and further processed a request for legal fees reimbursement.

For the Dade County PBA Collective Bargaining matter, we continued to work with staff and PBA counsel concerning settlement of longevity pay grievance; addressed CBA implementation issues; addressed inquiries re pension agreement; analyzed holiday leave and other wage disputes; and drafted a deferred compensation agreement.

For Zyscovich Architects matter, we worked with our expert and staff to analyze invoices and develop an opinion as to the Village's damages claim; drafted a settlement demand letter and forwarded it to opposing counsel; and assessed client inquiries concerning HVAC issues; and met with staff re project payment issues.

For the Bal Harbour Shops (Live Local Act) matter, we conferred with litigators, reviewed materials, prepared for/participated in a mediation session, and conferred/evaluated inquiries re mediation term sheet.