



## CITY OF MIAMI SPRINGS, FLORIDA

**Mayor Walter Fajet, Ed.D.**

**Vice Mayor Orlando Lamas**  
**Councilman Joseph Dion**

**Councilman Jorge Santin**  
**Councilman Fabian Perez-Crespo**

**Decorum:** "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

### CITY COUNCIL REGULAR MEETING AGENDA

**Monday, June 8, 2026 – 7:00 PM**

**Council Chambers, 201 Westward Drive, Miami Springs, Florida**

**(In-person and virtually; See the end of the Agenda for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:**
  - A) Led by Mayor Walter Fajet
- 3. Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag.
- 4. Agenda/Order of Business**
- 5. Awards & Presentations**
  - A) Presentation from Commissioner Raquel Regalado of District 7, on the Florida Neuroinclusion Toolkit, a practical, no-cost roadmap designed specifically to help local governments build more inclusive communities for neurodivergent residents
  - B) Presentation recognizing Ms. Maria Teresa A. Sieg for her 40-year tenure as a teacher at Miami Springs Senior High School. This award honors Ms. Sieg's unwavering commitment to education and her four decades of dedicated service to the students and families of our community.
  - C) ACFR - Financial Audit Presentation
  - D) Presentation of the Yard of the Month Award for June 2026 to 520 Forrest Drive
- 6. Open Forum:** Persons wishing to speak on items of general City business, may do so in person or via email by following the instructions at the back of this agenda. The purpose of Open Forum is to encourage residents and members of the public to address their

concerns and make comments on any item. **The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.**

**7. Approval of Council Minutes**

A) May 26, 2026 – Regular Meeting

**8. Reports from Boards & Commissions**

**9. Public Hearings**

A) **Ordinance - Second Reading** - An Ordinance Of The City Council Of The City Of Miami Springs, Florida, Revising The Employees' Retirement System And Police And Fire Pension Plan; Amending Code Of Ordinance Section 35-47 To Permit Members Of The General Employees' Retirement System To Purchase Permissive Service Credit; Amending Code Of Ordinance Section 35-61 Of The Police And Fire Pension Plan To Permit The Purchase Of Prior Law Enforcement Service Or Permissive Service Credit; Providing For Conflicts; And Providing For An Effective Date

**10. Consent Agenda**

A) **Resolution** - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Establishing Rates For Collection Of Garbage, Trash, And Recycling For Residential And Commercial Customers Effective October 1, 2026; Providing For Implementation; And Providing For An Effective Date.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Providing For The Second Budget Amendment To The Fiscal Year 2025-2026 General Fund, Special Revenue, And Capital Projects Fund Budgets; And Providing For An Effective Date.

C) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Option To Renew To The Emergency Disaster Debris Monitoring Services Agreement With Debris Tech, Llc; And Providing For An Effective Date.

D) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Air Conditioning Units From Trane U.S. Inc. In An Amount Not To Exceed \$113,550 Utilizing The Terms And Conditions Of Racine County, Wisconsin, Contract No. 3341 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date.

E) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Thermal Concepts, Llc For Installation Services Relating To New Air Conditioning Units For The Recreation Community

Center In An Amount Not To Exceed \$19,900 Utilizing The Terms And Conditions Of The City Of Palm Beach Gardens Agreement No. Rfq2022-019cs(F); Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

- F) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Issue A Change Order To The Construction Contract With Chi Alarms, Inc. Relating To The Installation Of A Fire Alarm System For The Community Center In An Amount Not To Exceed \$6,444; Providing For Implementation; And Providing For An Effective Date.

## 11. Previous/Unfinished Business

## 12. New Business

- A) **Resolution** - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Calling A Special Election On November 3, 2026 For The Purpose Of Submitting To The Electorate Of The City Of Miami Springs, Florida, A Charter Amendment; Providing Requisite Ballot Language; Providing For Balloting And Election Procedures; Providing For Notice Of Election; Providing For Copies; Providing For Charter Amendment Election Procedures And Related Details; Providing For Inclusion In The Charter; Providing For Severability; Providing For Conflicts; And Providing For An Effective Date.

## 13. Other Business

- A) Update on the Fair Havens Project by Graham Penn
- B) A request by Mayor Fajet to discuss a proposed plan to plant trees in the green spaces between Dove and Quail Avenues, just west of the clay pits.

## 14. Reports & Recommendations

- A) City Attorney
- B) City Manager
- C) City Clerk
- D) City Council

## 15. Adjourn



**CITY OF MIAMI SPRINGS  
PUBLIC MEETING NOTICE**

The City of Miami Springs will hold a Council meeting on:

**Monday, June 8, 2026 at 7:00 PM  
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida  
(Physical Meeting Location)**

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch the meeting by following these instructions:

**ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION**

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time.

**WATCH AND/OR PARTICIPATE IN THE MEETING**

- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov).

**PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:**

**EMAILED COMMENTS:** Members of the public may email their public comments to the City in advance of the meeting. Please email the City at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov) by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

**IN-PERSON COMMENTS:** Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.  
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has

determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

#### **PUBLIC RECORDS**

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

**NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES  
IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

#### **AMERICANS WITH DISABILITIES ACT**

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

#### **LOBBYING ACTIVITIES**

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

**Have questions or need additional information?**

**Write:** [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

**Call:** 305-805-5006

**Mail:** 201 Westward Drive, Miami Springs, FL 33166



## **City of Miami Springs, Florida**

City Council Meeting

Regular Meeting Minutes

Monday, May 26, 2026 at 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida

In-Person/Virtual Council Meeting

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Walter Fajet, Ed.D.

Vice Mayor Orlando Lamas

Councilman Jorge Santin

Councilman Joseph Dion

Councilman Fabian Perez-Crespo

City Manager JC Jimenez

City Clerk Erika Gonzalez Santamaria, MMC

City Attorney Roger Pou

Assistant City Manager Omar Luna

Deputy Police Chief Albert Sandoval

Recreation Director Caitlin Smith

- 2. Invocation:** Offered by Councilman Joseph Dion
- 3. Pledge of Allegiance:** The audience led in the pledge.
- 4. Agenda / Order of Business:**

**Mayor Fajet asked if there were any requested changes to the agenda. Hearing none, Councilman Dion moved to approve the agenda as presented. Vice Mayor Lamas seconded the motion, which carried unanimously by voice vote.**

- 5. Awards & Presentations:**

A) Recognizing James Dean, Aquatic Supervisor for his 10 years of dedicated service to the City of Miami Springs

**The Mayor and City Council recognized James Dean for his 10 years of service to the City of Miami Springs. Recreation Director Caitlin Smith presented the recognition and commended Mr. Dean for his dedication and leadership within the City's aquatics program. Mr. Dean briefly reflected on his tenure with the City, noting his return to the City in 2016 to assist with reopening the pool and expressing appreciation for the**

opportunity to serve the community and mentor youth who later became City employees themselves.

Assistant City Manager Omar Luna also provided remarks recognizing the significant responsibilities associated with aquatic safety operations and commended Mr. Dean for his professionalism, leadership, and commitment to public safety throughout the years.

6. **Open Forum:** The following members of the public addressed the City Council: None at this time.

7. **Approval of Council Minutes:**

A) May 11, 2026 – Regular Meeting

Councilman Dion moved to approve the minutes of the Regular Council Meeting on May 11, 2026. Councilman Santin seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Lamas, Councilman Santin, Councilman Dion, Councilman Perez-Crespo and Mayor Fajet voting Yes.

8. **Reports from Boards & Commissions:** None at this time.

9. **Public Hearings:** None at this time.

10. **Consent Agenda:** None at this time.

11. **Previous/Unfinished Business:** None at this time.

12. **New Business:**

A) **Ordinance - First Reading** - An Ordinance Of The City Council Of The City Of Miami Springs, Florida, Revising The Employees' Retirement System And Police And Fire Pension Plan; Amending Code Of Ordinance Section 35-47 To Permit Members Of The General Employees' Retirement System To Purchase Permissive Service Credit; Amending Code Of Ordinance Section 35-61 Of The Police And Fire Pension Plan To Permit The Purchase Of Prior Law Enforcement Service Or Permissive Service Credit; Providing For Conflicts; And Providing For An Effective Date.

The City Clerk read the title of the Ordinance into the record. The City Manager explained that the proposed ordinance originated from recommendations made by the pension boards for both the General Employees' Retirement System and the Police and Fire Pension Plan. He explained that the ordinance would permit employees to purchase up to five years of permissive service credit, with employees bearing the full actuarial cost of the purchase, and noted that the proposal would serve as an additional recruitment and retention tool for the City.

Councilman Dion requested clarification regarding the mechanics of purchasing service credit, and the City Manager further explained that employees would pay the equivalent pension contributions associated with the additional years of service being purchased.

**Councilman Santin discussed concerns previously raised regarding the timing of pension payouts and acknowledged that those concerns could be offset by future hiring opportunities at lower salary ranges following employee retirements.**

**Following discussion, Councilman Dion moved to approve the ordinance on first reading. Councilman Perez-Crespo seconded the motion, which carried 5-0 by roll call vote. The vote was as follows: Vice Mayor Lamas, Councilman Santin, Councilman Dion, Councilman Perez-Crespo, and Mayor Fajet voting Yes.**

**13. Other Business:**

A) Discussion regarding the proposed Special Election and ballot question on NW 36th Street and possible direction to staff

**The City Manager explained that following prior Council discussions regarding the proposed ballot question and special election, several Councilmembers expressed interest in considering whether the election should be moved from August to November 2026 in order to allow additional time for community outreach and education.**

**The City Council discussed the proposed special election and ballot question related to NW 36th Street and considered whether the election should be moved from August 2026 to November 2026 in order to allow additional time for public outreach, workshops, and community education efforts. Councilmembers expressed support for providing residents with more information regarding the proposal and allowing greater public participation.**

**Following discussion, consensus was reached among the City Council to direct staff to proceed with moving the proposed special election from August 2026 to November 2026. The City Clerk advised that the City would coordinate with the Miami-Dade County Supervisor of Elections regarding cancellation of the August election process and preparation of the necessary resolution for the November ballot.**

B) Request by Councilman Santin to discuss the temporary full circle road closure associated with the City's Centennial Celebration scheduled for August 22, 2026, from 9:00 a.m. to 12:00 a.m.

**Councilman Santin discussed plans for the City's Centennial Celebration scheduled for August 22, 2026, including the unveiling of the Glenn Curtiss statue and monument, followed by a community celebration featuring music, food vendors, amusement activities, and family entertainment.**

**The City Manager clarified that the item before the Council involved approval of the temporary full circle road closure associated with the Centennial celebration event.**

**Councilman Dion moved to approve the temporary full circle road closure associated with the City's Centennial Celebration. Councilman Perez-Crespo seconded the motion, which**

carried 5-0 by roll call vote. The vote was as follows: Vice Mayor Lamas, Councilman Santin, Councilman Dion, Councilman Perez-Crespo, and Mayor Fajet voting Yes.

**14. Reports & Recommendations:**

A) City Attorney

**City Attorney Roger Pou had no report at this time.**

B) City Manager

**City Manager JC Jimenez reported that the City had received several appropriations within the proposed State budget, subject to gubernatorial approval, including funding for roadway improvements, police radios, and the senior center. He specifically acknowledged the efforts of State Senator Bryan Avila and State Representative Alex Rizo for their advocacy on behalf of the City during the legislative process.**

**The City Manager additionally provided an update regarding the Fair Havens project, stating that the facility had received approvals from the Agency for Health Care Administration (AHCA) and that staff was awaiting a construction schedule from the project representatives. Councilman Dion noted that the Council had previously requested periodic status updates regarding the project.**

**Assistant City Manager Omar Luna recognized City staff, including Parks and Recreation, Public Works, Police, the Public Information Officer, and the City Clerk's Office, for their efforts supporting the City's numerous Centennial and Memorial Day weekend events. The City Manager echoed those sentiments and commended City staff for their continued professionalism and customer service throughout the Centennial celebration activities.**

C) City Clerk

**City Clerk Erika Gonzalez Santamaria had no report at this time.**

D) City Council

**Councilman Perez-Crespo thanked City staff for their work during the Memorial Day events and recognized the Memorial Day ceremony and flag retirement ceremony conducted by local scout organizations. He encouraged residents to utilize the City's event calendar and communication platforms to stay informed regarding community events and congratulated graduating high school seniors.**

**Vice Mayor Lamas echoed appreciation for staff and complimented the Memorial Day ceremony, noting the strong sense of community reflected in the event.**

**Councilman Dion thanked Senator Avila for his efforts in securing State funding and expressed appreciation for the collaborative working relationship among the City Council members.**

**Councilman Santin highlighted the success of the recent Glenn Curtiss birthday event at the library and promoted the upcoming Centennial Golf Tournament scheduled for June 5, 2026. He also recognized Senator Avila’s continued success in securing funding for the City.**

**Mayor Fajet concluded by recognizing Senator Avila’s longstanding service to the community, the State of Florida, and the military, and reflected positively on the City’s strong community involvement and numerous special events held throughout the year.**

**15. Adjourn**

There being no further business to be discussed the meeting was adjourned at 7:36 p.m.

*Respectfully submitted:*

\_\_\_\_\_  
*Erika Gonzalez-Santamaria, MPA, MMC  
City Clerk*

*Adopted by the City Council on  
This 8th day of June, 2026.*

\_\_\_\_\_  
*Dr. Walter Fajet, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, REVISING THE EMPLOYEES' RETIREMENT SYSTEM AND POLICE AND FIRE PENSION PLAN; AMENDING CODE OF ORDINANCE SECTION 35-47 TO PERMIT MEMBERS OF THE GENERAL EMPLOYEES' RETIREMENT SYSTEM TO PURCHASE PERMISSIVE SERVICE CREDIT; AMENDING CODE OF ORDINANCE SECTION 35-61 OF THE POLICE AND FIRE PENSION PLAN TO PERMIT THE PURCHASE OF PRIOR LAW ENFORCEMENT SERVICE OR PERMISSIVE SERVICE CREDIT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") sponsors retirement plans which are codified in Chapter 35 of the City's Code of Ordinances ("Code"); and

**WHEREAS**, the Plans are administered by Boards of Trustees (the "Boards") which serve as fiduciaries for the Plans; and

**WHEREAS**, the Boards have recommended amending the Plans to permit the purchase of up to five years of permissive service credit, otherwise known as "airtime," with the member paying the full actuarial cost of such purchase;

**WHEREAS**, the Police Pension Board has also recommended amending the Police Plan to permit the purchase of up to five years of prior police service with the member paying the full actuarial cost of such purchase;

**WHEREAS**, the City Council has determined that the proposed amendments are in the best interests of the City and its citizens.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA THAT:**

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

**Section 2. Amending Section 35-47 of the City Code.** That the Code of Miami Springs, Florida, is hereby amended by adopting Section 35-61, Purchases of prior service and permissive service credit, to read as follows:

**Sec. 35-47. – Purchases of permissive service credit.**

(A) *Purchase of permissive service credit:* Members may purchase up to five (5) years of permissive service credit, based on the calculations performed by the Plan's actuary. Members shall be required to pay the full actuarial impact to the Plan of the purchased service. Permissive service credit may not be used for vesting purposes. At the member's option, permissive service credit may be applied to reduce a member's normal retirement age (benefit eligibility), increase the member's benefit multiplier (benefit accrual), or count for both

eligibility and benefit accrual purposes. The board shall have rulemaking authority to implement the provisions of this section.

(B) *Procedure:*

(1) Permissive service credit shall not be granted until: i) the member has paid to the Plan the actuarial cost of the purchase, as determined by the actuary for the Plan, and ii) the member is vested.

(2) The contribution by the member of the actuarially determined cost of the permissive service may be made in one lump sum, rollover from another tax qualified plan, or may be made by payroll deductions in installments for a period not to exceed ten (10) years. A member electing to make installment payments shall be charged interest based on the Plan's assumed rate of return. A member making installment payments shall complete all required payments prior to payment of any enhanced benefit under this section. If a member separates from service prior to vesting contributions shall be returned without interest.

**Section 3. Amending Section 35-61 of the City Code.** That the Code of Miami Springs, Florida, is hereby amended by adopting Section 35-61, Purchases of prior service and permissive service credit, to read as follows:

**Sec. 35-61. – Purchases of prior law enforcement service or permissive service credit.**

(A) *Purchase of prior law enforcement service or permissive service credit:* Members may purchase up to five (5) years of prior law enforcement service or permissive service credit, based on the calculations performed by the Plan's actuary. Members shall be required to pay the full actuarial impact to the Plan of the purchased service. Prior service and permissive service credit may not be used for vesting purposes. At the member's option, permissive service credit may be applied to reduce a member's normal retirement age (benefit eligibility), increase the member's benefit multiplier (benefit accrual), or count for both eligibility and benefit accrual purposes. The board shall have rulemaking authority to implement the provisions of this section.

(B) *Procedure:*

(1) Permissive service credit or prior law enforcement service credit shall not be granted until: i) the member has paid to the Plan the actuarial cost of the purchase, as determined by the actuary for the Plan, and ii) the member is vested.

(2) The contribution by the member of the actuarially determined cost of the permissive service or prior service credit may be made in one lump sum, rollover from another tax qualified plan, or may be made by payroll deductions in installments for a period not to exceed ten (10) years. A member electing to make installment payments shall be charged interest based on the Plan's assumed rate of return. A member making installment payments shall complete all required payments prior to payment of any enhanced benefit under this section. If a member separates from service prior to vesting, their permissive service contributions shall be returned without interest.

**Section 4. Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5. Effective Date.** That this Ordinance shall be effective retroactive to May 7, 2026 to include members employed on the May 7 effective date.

**PASSED ON FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2025, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Councilman Joseph Dion	_____
Councilman Walter Fajet	_____
Councilman Orlando Lamas	_____
Councilman Fabian Perez-Crespo	_____
Councilman Jorge Santin	_____
Mayor Walter Fajet	_____

\_\_\_\_\_  
Walter Fajet, Mayor

**ATTEST:**

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC  
CITY CLERK

**APPROVED AS TO FORM AND LEGAL SUFFICIENT FOR THE USE AND RELIANCE OF THE CIT OF MIAMI SPRINGS ONLY.**


\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY



# AGENDA MEMORANDUM

**Meeting Date:** June 8, 2026

**To:** The Honorable Mayor Walter Fajet and Members of the City Council

**Via:** Juan Carlos Jimenez, City Manager 

**From:** Chris Chiocca, Finance Director

**Subject:** Increase in Sanitation/Recycling fees

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## Discussion/Analysis:

During 2025, the City received notice on September 19, 2025, from Miami-Dade County Department of Solid Waste Management (Attachment A) that their disposal fees will increase by 2.3% per month effective October 1, 2025 as approved by the Board of County Commissioners. If the CPI for Miami Dade is higher increases by the county are capped at 4% for disposal fees only not recycling since these are contracted out.

In addition, the City received an email on June 3, 2026 from Waste Management Inc. (Attachments B) that the rate for clean yard waste will be adjusted to \$77.82 from \$74.33 or 4.7%.

Since the City includes the annual sanitation charges on the property tax bills, it was too late to make any changes to the rates provided to the Property Appraiser in mid-June for the tax bills that were mailed out in October 2025. We are hereby requesting approval of the new fee which will be included in the tax bills that will be mailed out in October 2026. The current annual sanitation (garbage and trash)/recycling fee is \$874.92. The new fee will be \$902.28, this increase represents \$2.28 a month to the single-family residential customers. Multi-family dwellings will go from the current \$24.92 per unit to \$25.67 per unit.

The increase in our sanitation rate will be from the current \$65.12 per month to \$67.40 per month, and our recycling fee will remain at \$7.79 per month, effective October 1, 2026. If the City Council approves these increases, we are attaching the required resolution for their approval.

The following is a history of single-family residential customers prior increases:

<u>Fiscal Year</u>	<u>Old annual rate</u>	<u>New annual rate</u>
FY21-22	\$682.08	\$709.32
FY22-23	\$709.32	\$765.96
FY23-24	\$765.96	\$827.24
FY24-25	\$827.24	\$874.92
FY25-26 (current request)	\$874.92	\$902.28

**Recommendation:**

The Administration requests approval of a 3.5% increase in garbage and trash fees for Miami-Dade County Department of Solid Waste Management and for Waste Management for clean yard waste (trash).

We recommend approval of these increases for next fiscal year to cover the increases in operating costs of the sanitation department, as well as to lower prior years' deficits in unrestricted net position.

**Fiscal Impact:**

This increase represents approximately \$95,000 in additional revenues that will offset the increased costs from the County, Waste Management as well as other increased sanitation department costs.



miamidade.gov

Department of Solid Waste Management

2525 NW 62<sup>nd</sup> Street • Suite 5100

Miami, Florida 33147

T 305-514-6666

September 19, 2025

Mr. J.C. Jimenez  
City Manager  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Subject: Contracted Disposal Fee and Transfer Fee for FY 2025-26

Dear Mr. Jimenez:

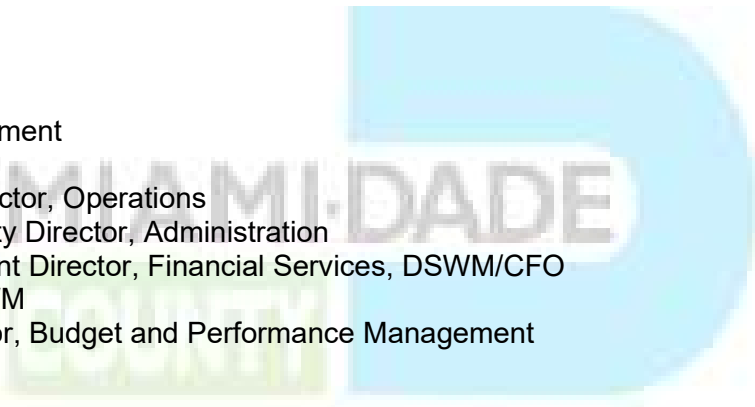
As we begin this new fiscal year, I want to express my gratitude for your continued partnership with the Miami-Dade County Department of Solid Waste Management (DSWM). In accordance with the Waste Disposal Inter-Local Agreement, I would like to notify you of the changes to the contract disposal fee and the transfer fee for the 2025-26 Fiscal Year. On September 18, 2025, the Board of County Commissioners approved a 2.3 percent increase in the Consumer Price Index (CPI) to the contract disposal fee from \$74.40 to \$76.12 and transfer fee from \$16.28 to \$16.66.

At DSWM, we are committed to delivering excellence every day and providing our customers with exceptional waste disposal and collection services. If you have questions or concerns about our disposal fees or any other service that the Department provides, please visit our website at [www.miamidade.gov/solidwaste](http://www.miamidade.gov/solidwaste) or contact Ms. Michelle Chong, Division Director, Budget and Performance Management, at 305-514-6045.

Sincerely,

Aneisha Daniel, PhD, Director  
Department of Solid Waste Management

- c: Achaya Kelapanda, Deputy Director, Operations
- Olga Espinosa-Anderson, Deputy Director, Administration
- Bolanle Shorunke-Jean, Assistant Director, Financial Services, DSWM/CFO
- Raul Trabanco, Controller, DSWM
- Michelle Chong, Division Director, Budget and Performance Management



## Chris Chiocca

---

**From:** Lizette Fuentes  
**Sent:** Wednesday, June 3, 2026 8:21 AM  
**To:** Chris Chiocca  
**Cc:** Juan Pena  
**Subject:** Fw: Yard Waste CPI Adjustment

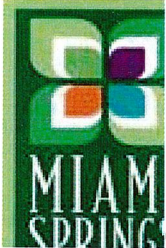
See below from WM for Bulk Pickup rates continuing at the Hialeah facility.

**Current \$74.33**  
**Increase \$77.82**

Whether or when a fuel/transfer adjustment will also apply, but somewhere between an additional \$5-\$10/ton might be the range if it becomes necessary.

*Lizette A. Fuentes*

**Assistant Public Works Director**  
**Public Services Department**



**City of Miami Springs**

345 N. Royal Poinciana Blvd

Miami Springs, FL 33166

(O) 305-805-5170 Ext:4227

(F) 305-805-5195

(E) [fuentesl@miamisprings-fl.gov](mailto:fuentesl@miamisprings-fl.gov)

 Like us on Facebook [www.facebook.com/MiamiSpringsFL/](https://www.facebook.com/MiamiSpringsFL/)  


---

**From:** Neal, Jason <jneal2@wm.com>  
**Sent:** Wednesday, June 3, 2026 7:27 AM  
**To:** Lizette Fuentes <FuentesL@miamisprings-fl.gov>  
**Cc:** Moore, James <jmoore38@wm.com>; Juan Pena <penaj@miamisprings-fl.gov>  
**Subject:** RE: Yard Waste CPI Adjustment

Good morning, Lizette. The rate for deliveries to Hialeah will be \$77.82/ton after the regular June adjustment. We are still working through challenges with the increasing costs of fuel and having to transfer the yard waste from Hialeah, so we don't yet have any final info. on whether or when a

fuel/transfer adjustment will also apply, but somewhere between an additional \$5-\$10/ton might be the range if it becomes necessary.

Delivering your yard waste directly to Medley avoids the need for WM to double-handle and transfer the material, reducing your cost to \$72/ton at present for deliveries directly to Medley.

**From:** Lizette Fuentes <FuentesL@miamisprings-fl.gov>  
**Sent:** Monday, June 1, 2026 10:28 AM  
**To:** Neal, Jason <jneal2@wm.com>  
**Cc:** Moore, James <jmoore38@wm.com>; Juan Pena <penaj@miamisprings-fl.gov>  
**Subject:** Re: Yard Waste CPI Adjustment

Jason,

Good morning. Our Director rode out to the Medley site last week. We will need to continue to use the Hialeah location. You provided the CPI increase effective next month, *June or July*, would be \$78/ton and possibly an additional transfer fee along with fuel. Can you confirm the CPI increase and provide an idea of what the additional fees could be.

Thank you,

*Lizette A. Fuentes*

**Assistant Public Works Director  
Public Services Department**



**City of Miami Springs**

345 N. Royal Poinciana Blvd

Miami Springs, FL 33166

(O) 305-805-5170 Ext:4227

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Like us on Facebook [www.facebook.com/MiamiSpringsFL/](https://www.facebook.com/MiamiSpringsFL/)

---

**From:** Neal, Jason <[jneal2@wm.com](mailto:jneal2@wm.com)>  
**Sent:** Wednesday, May 27, 2026 2:45 PM  
**To:** Lizette Fuentes <[FuentesL@miamisprings-fl.gov](mailto:FuentesL@miamisprings-fl.gov)>  
**Cc:** Moore, James <[jmoore38@wm.com](mailto:jmoore38@wm.com)>  
**Subject:** Re: Yard Waste CPI Adjustment

**RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING RATES FOR COLLECTION OF GARBAGE, TRASH, AND RECYCLING FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS EFFECTIVE OCTOBER 1, 2026; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in order to maintain certain public health standards, the City of Miami springs (the “City”) Council has established a policy for the effective removal of garbage, trash, and recyclable materials from residential and commercial property; and

**WHEREAS**, the City’s administration annually reviews all such operations and establishes a budget to account for these collection programs, and, on occasion, the City must adjust the rates charged to its customers to provide continued regular service; and

**WHEREAS**, Section 93.07(b) of the City’s Code of Ordinances authorizes the City Council to establish a fee schedule by resolution for regular collection and disposal of garbage, rubbish, and garden trash; and

**WHEREAS**, on September 11, 2023, the City Council adopted Resolution No. 2023-4118, which, among other things, established a maximum rate for the levy and imposition of fees for the collection of garbage, trash, and recycling service for single family and multifamily properties using the uniform method of collection of non-ad valorem revenues in accordance with the requirements of Chapter 197, Florida Statutes; and

**WHEREAS**, on May 27, 2025, the City Council adopted Resolution No. 2025-4286, approving a revised Schedule of Sanitation Fees within the maximum rates for the removal of garbage, trash, and recycling for residential and commercial structures established pursuant to Resolution No. 2023-4118; and

**WHEREAS**, the City does not currently collect the maximum rates for the levy and imposition of fees for the collection of garbage, trash, and recycling service fees established pursuant to Resolution No. 2023-4118; and

**WHEREAS**, the City Council desires to approve the Schedule of Sanitation Fees attached hereto as Exhibit “A” for the removal of garbage, trash, and recycling for residential and commercial customers effective October 1, 2026; and

**WHEREAS**, the proposed Schedule of Sanitation Fees attached hereto as Exhibit "A" does not exceed the maximum rates for the levy and imposition of fees for the collection of garbage, trash, and recycling service fees established pursuant to Resolution No. 2023-4118

**WHEREAS**, the City Council finds that this Resolution is in the best interest, health, and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval.** That the Schedule of Sanitation Fees attached hereto and incorporated herein as Exhibit "A" is hereby approved as the official fee schedule for the services specified therein effective October 1, 2026.

**Section 3. Implementation.** That the City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR WALTER FAJET

ATTEST:

---

ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

---

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**EXHIBIT A**  
**CITY OF MIAMI SPRINGS**  
**SCHEDULE OF SANITATION FEES**

Effective October 1, 2026

- a) Single-Family (SF) residential dwelling, serviced by the automated collection system, the limit shall be one (1) 90-gallon automated system container; twice weekly collection for garbage and weekly collection for trash. These are per unit charges.

Service	Prior Rate (per unit/month)	New Rate (per unit/month)
SF- Garbage	\$31.99	\$33.11
SF- Trash	\$33.13	\$34.29
SF- Recycling	\$7.79	\$7.79

- b) Multi-family (MF) dwellings of 3 or 4 units, including auxiliary or separate units within the residential areas, limit shall be 90-gallon automated system container(s) sufficient to contain garbage and waste per property; twice weekly garbage collection; fees shall be charged per living unit; and weekly for trash.

Service	Prior Rate (per unit/month)	New Rate (per unit/month)
MF- Garbage	\$5.28	\$5.46
MF- Trash	\$16.39	\$16.96
MF- Recycling	\$3.25	\$3.25

- c) Annual Cost of Living Adjustment – In the event that the Miami Dade County Department of Solid Waste Management (MDCSWM) notifies the City that its dumping fees to the City will increase, the City Council hereby authorizes the garbage and trash rates set forth herein to be increased by a percentage amount equal to the percentage of the rate increases being imposed by MDCSWM. The implementation of this annual cost of living rate increase shall require City Council approval prior to becoming effective.



# AGENDA MEMORANDUM

Meeting Date: June 8, 2026

To: The Honorable Mayor Walter Fajet and Members of the City Council

From: Chris Chiocca, Finance Director

Subject: Second Budget Amendment FY 25-26

---

Attached is the second budget amendment for FY 25-26 which requests \$1,688,165 in additional expenditures for the fiscal year September 30, 2026. The majority of the funding is from grant awards, as well as an equipment loan, and fund balance.

Staff recommends approval of this amendment so that we can continue with these ongoing programs and obligations.

**RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, PROVIDING FOR THE SECOND BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 GENERAL FUND, SPECIAL REVENUE, AND CAPITAL PROJECTS FUND BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 22, 2025, the City of Miami Springs (the “City”) Council adopted Resolution No. 2025-4327 adopting the City’s Fiscal Year 2025-2026 Budget (the “Budget”); and

**WHEREAS**, it is a generally accepted accounting practice of municipal government to re-appropriate reserved equity accounts to fund open encumbrances from the prior fiscal year immediately after the beginning of the new fiscal year; and

**WHEREAS**, the City’s Finance Department recommends amending the Budget to record the following General Fund expenditures and receipts: (1) ICE participation funding in the amount of \$115,012; (2) DOJ Cops accreditation funding in the amount of \$19,910; (3) Immigration Enforcement funding in the amount of \$7,076; (4) RedSpeed funding in the amount of \$130,138; (5) FDLE SAFE program funding in the amount of \$75,500; (6) Fund balance reserves in the amount of \$35,000; and (7) the golf course equipment loan in the amount of \$1,305,530; and

**WHEREAS**, Section 166.241, Florida Statutes requires the governing body of a municipality to adopt a budget each fiscal year and authorizes the governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year to amend a budget for that year; and

**WHEREAS**, the City Council has determined that the budget increases, recordations, and appropriations as provided in Exhibit “A” attached hereto and incorporated herein are both proper and appropriate, in accordance with generally accepted municipal accounting principles, and should be approved as being in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Second Amendment to Fiscal Year 2025-2026 Budget.** That the City Council hereby authorizes and approves the amended budget increases, recordations, and appropriations, as described in this Resolution and reflected on Exhibit "A" attached hereto and incorporated herein in.

**Section 3. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR WALTER FAJET

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**EXHIBIT A**  
**SECOND AMENDMENT TO FISCAL YEAR 2025-2026 BUDGET**

**EXHIBIT "A"**

**City of Miami Springs  
FY 2025-26 Budget Amendment  
All Operating Funds**

<b>Fund/Classification</b>	<b>Amended Budget</b>	<b>Amendment No. 2</b>	<b>Ref</b>	<b>Amended Budget</b>
<b>General Fund</b>				
<b>Revenues</b>				
Taxes	\$12,209,553			\$12,209,553
Excise Taxes	2,223,000			2,223,000
Licenses & Permits	1,176,500			1,176,500
Intergovernmental Revenues	2,145,000	217,497	1, 2, 3, 5	2,362,497
Charges for Services	4,255,150			4,255,150
Fines & Forfeitures	1,293,085	130,138	4	1,423,223
Miscellaneous	666,500			666,500
Transfers from other funds	450,000			450,000
Issuance of debt	-	1,305,530	7	1,305,530
Fund Balance	394,581	35,000	6	429,581
<b>Total General Fund</b>	<b>\$24,813,369</b>	<b>\$1,688,165</b>		<b>\$26,501,534</b>
<b>Expenditures</b>				
City Council	311,504			311,504
City Manager	593,698	\$35,000	6	628,698
City Clerk/Passports	574,488			574,488
City Attorney	276,701	24,000	7	300,701
Human Resources	415,799			415,799
Finance-Administration	818,546			818,546
Finance-Professional Services	155,799			155,799
Information Technology	410,550			410,550
Planning	299,514			299,514
Police	9,117,113	26,985	2, 3	9,144,098
Code Enforcement	339,082			339,082
Public Works	2,855,485			2,855,485
Recreation & Culture	3,201,053			3,201,053
Golf Operations	2,955,895	7,500	7	2,963,395
Non-departmental	16,262			16,262
Transfers to other funds	1,501,707			1,501,707
Capital	970,173	1,594,680	1, 4, 5, 7	2,564,853
<b>Total General Fund</b>	<b>24,813,369</b>	<b>1,688,165</b>		<b>26,501,534</b>
Sanitation Operations	3,028,500			3,028,500
Stormwater Operations	763,318			763,318
<b>Total Enterprise Funds</b>	<b>3,791,818</b>	<b>\$0</b>		<b>\$3,791,818</b>
<b>Special Revenue &amp; Capital Projects</b>				
Road & Transportation	995,369			\$995,369
Senior Center Operations	1,703,211			1,703,211
Capital Projects	410,812			410,812
Building Operations	1,252,037			1,252,037
Law Enforcement Trust	68,610			68,610
<b>Total Special Revenue &amp; Capital Projects Funds</b>	<b>4,430,039</b>	<b>\$0</b>		<b>\$4,430,039</b>
Debt Service	1,549,196			\$1,549,196
<b>Total Debt Service</b>	<b>1,549,196</b>			<b>\$1,549,196</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$34,584,422</b>	<b>\$1,688,165</b>		<b>\$36,272,587</b>

**Legend:**

- 1) ICE participation \$115,012
- 2) DOJ Cops Accreditation funding \$250,000 (spent \$19,910.23)
- 3) Immigration Enforcement funding \$67,486.24 (spent \$7,075.74)
- 4) Additional Red Speed funds \$130,137.50
- 5) FDLE SAFE program \$75,500 (Pendar device)
- 6) Funding for marketing firm campaign \$35,000 (BNMR GLVZ, LLC)
- 7) Golf course equipment loan \$1,305,530

**RESOLUTION NO. 2026-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN OPTION TO RENEW TO THE EMERGENCY DISASTER DEBRIS MONITORING SERVICES AGREEMENT WITH DEBRIS TECH, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 2, 2021, the City of Miami Springs (the “City”) entered into an Emergency Disaster Debris Monitoring Services Agreement (“Agreement”) with Debris Tech, LLC (the “Consultant”); and

**WHEREAS**, the initial term of the Agreement was three (3) years, with two (2) additional one (1) year renewals from July 2, 2021, through July 2, 2026; and

**WHEREAS**, the Agreement also provides that the Agreement can be renewed for an additional 120 days (the “Renewal Term”) beyond the current term upon notice to the Consultant and approval by the City Council; and

**WHEREAS**, the City is in the process of preparing and issuing a new competitive solicitation to procure emergency disaster debris monitoring services; and

**WHEREAS**, in order to ensure the City’s existing Agreement remains in effect during the pendency of the procurement and through the Florida hurricane season, the City Council desires to approve the Renewal Term to the Agreement; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** The City Council approves the Renewal Term to the Agreement with the Consultant.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon adoption.

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR WALTER FAJET

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY



# AGENDA MEMORANDUM

**Meeting Date:** 6/8/2026

**To:** The Honorable Walter Fajet and Members of the City Council

**Via:** JC Jimenez, City Manager

**From:** Juan Pena, Public Works Director

**Subject:** Trane Technologies and Thermal Concepts, LLC. – Purchase Order

**RECOMMENDATION:** The Public Works Department recommends that the City Council approve the issuance of two (2) purchase orders for the replacement of five (5) air conditioning units at the Recreation Community Center as follows:

1. **Trane Technologies** in an amount not to exceed **\$113,550.00** for the purchase of five (5) replacement air conditioning units, utilizing Racine County, WI Contract No. 3341, including any authorized extensions through August 31, 2027, pursuant to Section 31.11(E)(5)(c) of the City Code.
2. **Thermal Concepts** in an amount not to exceed **\$19,900.00** for the installation of the air conditioning units, utilizing the City of Palm Beach Gardens Contract No. RFQ2022-019CS, including any authorized extensions through September 30, 2027, pursuant to Section 31.11(E)(5)(c) of the City Code.

**DISCUSSION:** The five (5) air conditioning units serving the Recreation Community Center have reached the end of their useful service life and require immediate replacement. The Public Works Department has continued to maintain and repair these units through various measures in an effort to keep them operational; however, the units have exceeded their expected lifespan and are no longer cost-effective to repair. To address this issue, the City will purchase the units from Trane Technologies and Thermal Concepts, LLC will provide the installation. Replacement of these units is necessary to ensure reliable climate control within the Recreation Community Center, maintain user comfort, and prevent disruptions to programs and services offered at the facility.

**FISCAL IMPACT:** The (5) five AC units were budgeted in the FY 25/26

**Submission Date and Time:** 6/3/2026 2:37 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>Public Works</u>	<b>Dept. Head:</b> <u>Juan Pena</u>	<b>Dept./ Desc.:</b> <u>Public Works</u>
<b>Prepared by:</b> <u>Lizette Fuentes</u>	<b>Procurement:</b> _____	<b>Account No.:</b> <u>001-5405-541-6400</u>
<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Asst. City Mgr.:</b> _____	<b>Additional Funding:</b> _____
<b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>City Manager:</b> _____	<b>Amount previously approved:</b> \$ _____
		<b>Current request:</b> \$ <u>133,450</u>

RESOLUTION NO. 2026-\_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF AIR CONDITIONING UNITS FROM TRANE U.S. INC. IN AN AMOUNT NOT TO EXCEED \$113,550 UTILIZING THE TERMS AND CONDITIONS OF RACINE COUNTY, WISCONSIN, CONTRACT NO. 3341 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (“City”) Public Works Department is in need of five (5) air conditioning units (the “Equipment”) to replace existing air conditioning units at the Recreation Community Center that have reached the end of their useful life; and

**WHEREAS**, Racine County, Wisconsin, has entered into the competitively bid Contract No. 3341 (the “Racine Contract”) with Trane U.S. Inc. (“Vendor”) for the Equipment; and

**WHEREAS**, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, private sector cooperative purchasing, or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

**WHEREAS**, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council desires to approve the purchase of the Equipment from Vendor consistent with the terms and conditions of the Racine Contract and the Quote attached hereto as Exhibit “A” in an amount not to exceed \$113,550.00; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

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

**Section 2. Approval.** That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves of the purchase of the Equipment from the Vendor and the

expenditure of budgeted funds in an amount not to exceed \$113,550.00, consistent with the Racine Contract and the Vendor’s Quote attached hereto as Exhibit “A”.

**Section 3. Implementation.** That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dr. Walter Fajet  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY



# Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

**Prepared For:** All Bidders

**Date:** June 03, 2026

**Job Name:**

City of Miami Springs - Gym Reno - RTU Repl.

**Proposal Number:** H4-250632-52697-1

**Opportunity ID:** 8323856

**Delivery Terms:**

Freight Allowed and Prepaid - F.O.B. Factory

**COOP Quote Number:** H4-393271-26-001

**COOP or Federal Contract ID:** OMNIA Racine #3341

**Payment Terms:** Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Five (5) 10 Ton PKGD Precedent Unitary Rooftop**

**Qty: 5 Tag(s): RTU-7, RTU-8, RTU-9, RTU-20, RTU-7-4**

- DX Cooling / High Efficiency / R-454B Refrigerant
- 10 Ton / 460/60/3
- Unit Controller
- 18 kW electric heat
- 0-50% Motorized outside air damper
- Multi-speed motor
- Through-the-base electric connections
- Non-fused disconnect switch
- Powered 15A convenience outlet
- Advanced Controller with BACnet communications interface
- Condensate overflow and clogged filter switch
- Cabinet & Coil Corrosion Protection
- 5-year compressor parts only warranty
- 1st Yr Labor Whole Unit

**NOT INCLUDED:** Installation/rigging/startup/supervision, warranty beyond Trane standard or as listed above, power wiring, communication interface, tie-In to BAS, smoke detectors, curbs, isolation rails, pitched curbs, insulation for roof curbs, condensate overflow sensor, disconnects/VFDs, coil/cabinet coatings, bipolar ionizers, extra materials, any material or labor not specifically described in this proposal.

Total Net Price (excluding sales tax) ..... \$ 113,550

~~Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.~~

Tax Status: Taxable <input type="checkbox"/>	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the
Exempt <input type="checkbox"/>	



	jobsite). You can submit the relevant state exemption certificate at the following link: <a href="https://trane.certifytax.com/custportals.aspx">https://trane.certifytax.com/custportals.aspx</a> . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: <a href="mailto:financial_services-tax_department@tranetechnologies.com">financial_services-tax_department@tranetechnologies.com</a> .
--	---

Sincerely,

**Luis Coello**

**Trane U.S. Inc.**

2884 Corporate Way

Miramar, FL 33025

Office Phone: (954) 499-6900

**This proposal is subject to your acceptance of the attached Trane terms and conditions.**

**TERMS AND CONDITIONS – COMMERCIAL EQUIPMENT**

~~“Company” shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.~~

~~1. Acceptance. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the sale of the described commercial equipment and any ancillary services (the “Equipment”). COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Equipment in accordance with the Proposal and the Company’s terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Equipment will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.~~

~~2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.~~

~~3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.~~

~~4. Pricing and Taxes. Within forty five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If shipment is delayed due to Customer’s actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company’s standard procedures. Charges for special packaging, crating, or packing are the responsibility of Customer.~~

~~5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.~~

~~6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.~~

~~7. Force Majeure. Company’s duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company’s election (i) remain in effect but Company’s obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days’ notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An “Event of Force Majeure” shall mean any cause or event beyond the control of Company. Without limiting the foregoing, “Event of Force Majeure” includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.~~

~~8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company’s catalogs and bulletins (“Warranty”). Equipment manufactured by Company that includes required start up and sold in North America will not be warranted by Company unless Company performs the Equipment startup. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion; erosion; deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company’s obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company designated shipping point, freight allowed to Company’s warranty agent’s stock location, for all non-conforming Company manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material, and/or parts that are not manufactured by Company (“Third Party Product(s)”) are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, “CONTAMINANTS”), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer’s complete order has been paid for in full and Company’s liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra cost basis and must be in writing and agreed to by an authorized signatory of the Company. EXCEPT FOR COMPANY’S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.~~

~~9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys’ fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both~~

at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**10. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

**11. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to chipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

**12. Limitation of Liability.** ~~NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.~~

### 13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. ~~IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.~~

**14. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**15. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets, and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect to patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**16. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**17. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery, or perform work except upon receipt of each payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point, and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**18. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and chipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**19. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

**20. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all

previous understandings, commitments, or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**21. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13406. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**22. U.S. Government Work:**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by these Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1):

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow-down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-30; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**23. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26-130-4-(0326)  
Supersedes 1-26-130-4(0225)

**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. ~~**Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:  
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.  
"Equipment" shall have the meaning set forth in the Agreement.  
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake engineering analysis, failure analysis, warranty analysis, energy analysis, predictive analysis, service analysis, product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnostic information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.  
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.  
"Services" shall have the meaning set forth in the Agreement.~~
2. ~~**HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. ~~**Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.~~
  - b. ~~**Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.~~
  - c. ~~**Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.~~
  - d. ~~**Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).~~
  - e. ~~**Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.~~~~
3. ~~**Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services; (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.~~
4. ~~**Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").~~
5. ~~**Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.~~
6. ~~**Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.~~
7. ~~**Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.~~
8. ~~**Information Security Contact.** Trane's information security contact is Local Sales Office.~~
9. ~~**Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.~~
10. ~~**Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.~~
11. ~~**Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.~~

- ~~12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.~~
- ~~13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.~~
- ~~14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
  - ~~(i) Data backups; and~~
  - ~~(ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.~~~~
- ~~15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.~~
- ~~16. **Background Checks** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.~~
- ~~17. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.~~

March 2026  
Supersedes November 2023v2

**Racine County, Wisconsin**

**Contract # 3341**

*for*

**HVAC Products, Installation, Labor Based Solutions and  
Related Product and Services**

*with*

**Trane US Inc.**

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



**HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED  
PRODUCT AND SERVICES CONTRACT 2022**

This Contract made and entered into this 16<sup>th</sup> day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

**W I T N E S S E T H:**

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by:  
Jonathan Delagrave 8/17/2022  
7B676D90951B406...

BY: DocuSigned by:  
Michael J. Lanzdorf 8/17/2022  
36F9231CFBA6401...

BY: DocuSigned by:  
Wendy Christensen 8/17/2022  
FC1B3339B9654BD...

BY: DocuSigned by:  
Steven Zimmer 8/16/2022  
14A5552654004D4...

Trane U.S. Inc.  
BY: DocuSigned by:  
Greg Spencer 8/16/2022  
93FF4CCACB964F1...



**HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract**

**AMENDMENT NO. SEVEN (7)**

This Amendment No. Seven (7) is effective November 21, 2025 and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

**1. WORK:**

To modify pricing as necessary to account for market changes, and labor and material increases, and to provide an updated product pricing discount schedule.

Details are provided in Attachment A – Billing Wage Rates and Attachment B – Product Pricing Discount Schedule of this Amendment No. 6.

**2. PRODUCT PRICING:**

The County agrees to the revised Pricing. Details are in Attachment A and Attachment B.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

**RACINE COUNTY**

BY: Ralph Malicki  
Ralph Malicki  
Racine County Executive

BY: Michael Lanzdorf  
Michael Lanzdorf  
Racine County Corporation Counsel

DATE: 11/26/2025

DATE: 11/25/2025

BY: Wendy Christensen  
Wendy M. Christensen  
Racine County Clerk

BY: Gwen Zimmer  
Gwen Zimmer  
Racine County Finance Director

DATE: 11/26/2025

DATE: 11/24/2025

**TRANE U.S. INC.**

BY: Christopher Teller

DATE: 11/24/2025



# AGENDA MEMORANDUM

**Meeting Date:** 6/8/2026

**To:** The Honorable Walter Fajet and Members of the City Council

**Via:** JC Jimenez, City Manager

**From:** Juan Pena, Public Works Director

**Subject:** Trane Technologies and Thermal Concepts, LLC. – Purchase Order

**RECOMMENDATION:** The Public Works Department recommends that the City Council approve the issuance of two (2) purchase orders for the replacement of five (5) air conditioning units at the Recreation Community Center as follows:

1. **Trane Technologies** in an amount not to exceed **\$113,550.00** for the purchase of five (5) replacement air conditioning units, utilizing Racine County, WI Contract No. 3341, including any authorized extensions through August 31, 2027, pursuant to Section 31.11(E)(5)(c) of the City Code.
2. **Thermal Concepts** in an amount not to exceed **\$19,900.00** for the installation of the air conditioning units, utilizing the City of Palm Beach Gardens Contract No. RFQ2022-019CS, including any authorized extensions through September 30, 2027, pursuant to Section 31.11(E)(5)(c) of the City Code.

**DISCUSSION:** The five (5) air conditioning units serving the Recreation Community Center have reached the end of their useful service life and require immediate replacement. The Public Works Department has continued to maintain and repair these units through various measures in an effort to keep them operational; however, the units have exceeded their expected lifespan and are no longer cost-effective to repair. To address this issue, the City will purchase the units from Trane Technologies and Thermal Concepts, LLC will provide the installation. Replacement of these units is necessary to ensure reliable climate control within the Recreation Community Center, maintain user comfort, and prevent disruptions to programs and services offered at the facility.

**FISCAL IMPACT:** The (5) five AC units were budgeted in the FY 25/26

**Submission Date and Time:** 6/3/2026 2:37 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>Public Works</u> <b>Prepared by:</b> <u>Lizette Fuentes</u> <b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Dept. Head:</b> <u>Juan Pena</u> <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> <u>Public Works</u> <b>Account No.:</b> <u>001-5405-541-6400</u> <b>Additional Funding:</b> _____ <b>Amount previously approved:</b> \$ _____ <b>Current request:</b> \$ <u>133,450</u>

Toll Free 800-953-2503

**Davie • Orlando • Tampa • Stuart • Jacksonville**

**DATE:** 06/03/2026

GYM RECREATION CENTER UNIT REPLACEMENT	<b>QUOTE: 2025-3077. REV.2</b>
City of Miami Springs	<b>SITE ADDRESS:</b>
1401 Westward Dr.	Miami Springs Recreation Center
Miami Springs, FL. 33166	1401 Westward Dr.
	Miami Springs, FL. 33166

We propose to furnish material and labor, complete in accordance with specifications below

Per the customer's request, Thermal Concepts proposes to isolate, disconnect, recover refrigerant, and dispose of (5)10 Ton RTUs per EPA regulations. Thermal Concepts will set (5) new customer provided Trane RTUs onto the existing roof curbs and secure, modify and reconnect to the existing ductwork, electrical, and drains, start system and check operation of each system.

**AMENDMENTS & SPECIAL PROVISIONS:**

**EXCLUSIONS**

- \*\*Any work not referenced herein
- \*\*HVAC Equipment (to be provided by customer)
- \*\*Curb/Curb Adapter
- \*\*Electrical upgrades
- \*\*Roofing
- \*\*Structural/Engineering Documents
- \*\*Fire/Smoke Devices and controls/Connection to Fire Alarm Panel/Controls or fire alarm upgrades
- \*\*Permit (would be billed as direct pass through separate from this proposal)
- \*\*Street closure permits for crane

**INCLUSIONS**

- \*\* Recovery
- \*\*Disposal
- \*\*Duct Material
- \*\*Mounting Hardware
- \*\*Drain Material
- \*\* Crane
- \*\*Connection to Existing Controls

**\*\*NOTE**

\\*\*This proposal is based on being able to complete the installation of all units in conjunction with the use of only 2 crane lifts. If the schedule does not allow or if it must be broken up additional charges would apply.

**THERMAL STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.**

Customer Initial \_\_\_\_\_

---

**Any Code Upgrades or Wind Load Calculations Are Excluded**

**\$19,900.00**

Labor	\$ 15,500.00
Recovery/Evacuation (5)	\$ 300.00
Misc Materials (Duct,Harware,Elec)	\$ 600.00
Crane	\$ 3,500.00

---

Payment to be made as follows: **30**

**Acceptance of Proposal**

This proposal may be withdrawn if not accepted by 07/03/2026

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

*David Raiman*  
**Vice President Service  
Operations**

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Customer Initial \_\_\_\_\_

***UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL IS SUBJECT TO THE FOLLOWING***

**TERMS & CONDITIONS:**

1. Terms of payment are Net 10 days. Late charges may be assessed at 1.5% per month on past due balances. Applicable taxes are not included. Should payments be received after 60 days, then Thermal may stop all work under this Proposal and/or cancel the Proposal, and the entire price shall become due and payable.
2. Thermal is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism or other causes beyond Thermal's control.
3. Both parties shall seek to avoid litigation. However, in the event that any legal actions are required to be taken by either party relating to this Proposal, it is agreed that such legal actions shall be commenced within one year, or earlier as may be provided by law, from the date in which the cause of action occurred and that the successful party in such legal action shall be awarded reasonable attorneys' fees, litigation or arbitration costs, and collection costs. Any and all legal action shall be filed within the county wherein the work was performed.
4. It is the customer's obligation to inform Thermal of the existence of any hazardous material that may exist at the jobsite. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Thermal all relevant Material Safety Data Sheets (MSDS).
5. Thermal's responsibility under this Proposal excludes the identification, removal or abatement of asbestos, mold, mildew or other hazardous substances. In the event such products or substances are encountered, Thermal's obligation shall be limited to informing Customer of the possible existence of such materials. In the event that hazardous substances are encountered, all work shall immediately cease and shall not again commence until written documentation that abatement has been performed is provided to Thermal.
6. Thermal and Customer agree that the occurrence of any of the following conditions which, without limitation, might render performance by Thermal impractical, such as, but not limited to: strikes, fires, war, inclement weather, late or non-delivery by suppliers of Thermal and all other contingencies beyond the reasonable control of Thermal. Under no circumstances shall Thermal be liable for any special or consequential damages whether based upon lost goodwill lost resale profits, work stoppage, impairment of other goods or negligence otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, (unless such negligence is directly caused by Thermal) except only in the case of personal injury where applicable by law requires such liability. But in no event shall Thermal's liability exceed the purchase price paid under this Proposal.
7. The Customer shall pay Thermal, in addition to the price of this Proposal, the amount of all present and future taxes or any other government charges now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Proposal relates, exclusive of ordinary personal property taxes assessed against Thermal.
8. It is agreed that the Customer shall assume responsibility and pay extra for all services and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion, or lightning strikes, and any and all items listed in the EXCLUSIONS section of this Proposal.
9. Customer is responsible for the cost of any additional items of equipment or performance of any safety test or correction in design as recommended or required by insurance companies, state, municipality, or other governmental authorities.
10. Only the materials specifically listed in the service details section of this Proposal are included as a part of the Proposal. All other materials and/or equipment replacement are to be paid for by the Customer, in addition to this Proposal, if the Customer so requests or authorizes such work to be performed by Thermal.
11. All work covered under this Proposal shall be performed during normal working hours, 8:00 am to 4:30 pm Monday through Friday, excluding legal holidays.
12. Fire or alarm inspections or testing for permitting or inspection purposes, is not included in any quote or proposal, unless specifically noted therein.
13. Any additional work, not specifically stated elsewhere in this Proposal, shall only be performed upon authorization of Customer prior to proceeding with the work. Customer's oral or written authorization will be mutually acceptable.
14. All additional work, unless a quoted price is agreed to prior to commencement of the work, shall be performed on a time and material basis. Signature of Customer's building maintenance personnel or other employee on Thermal's Work Order/service ticket shall constitute acceptance and authorization for payment of the work covered by that form.
15. Thermal reserves the right to discontinue this Proposal at any time, without notice, in the event that payments under this Proposal shall not have been made as agreed.

***UNLESS SPECIFICALLY INDICATED ELSEWHERE, THIS PROPOSAL DOES NOT INCLUDE MATERIALS, LABOR, AND EQUIPMENT FOR THE FOLLOWING:***

**EXCLUSIONS:**

Air balance. Annual / 10 year inspections or overhauls. Air dryers. Anything beyond normal maintenance inspections. Any part of the water system except pumps, excluding those extending below ground level. Building code upgrades. Circuit breakers. Cleaning of towers, evaporator or condenser coils or removal of coils for cleaning, chiller tube cleaning and heat exchangers. Cleaning of environmental contaminants, including but not limited to, mold, mildew and sick building syndrome. Compressors. Condensate pumps. Condensate main drain lines. Condensate drain lines beyond the drain outlet of covered equipment. Condensers or chillers subjected to internal water damage or repairs to other parts of the system as a result of water entering from the condenser or the evaporator. Chiller condenser/evaporator tubes. Control boards. Control systems for any mechanical system. Cooling tower repairs other than those done to components with moving parts. Cranes, lifting equipment, any special rigging costs. Design changes. Disconnect switches. Doors. Drain lines, main, sanitary, waste. Drip pans. Ductwork or repairs to ductwork. Duct cleaning. Duct detectors for smoke,

Customer Initial \_\_\_\_\_

heat, or air-flow. Electrical work due to power outages, blackouts, brownouts. Electric motor starters, motor controls, motor controllers, blown fuses, power wiring, low voltage wiring, or any failure resulting from any cause other than normal mechanical maintenance. Electronic and/or electro mechanical control boards. EMS systems and all related components. Fire alarm systems. Freight and handling charges. Gaskets, glass, grilles, hardware, ice bins, insulation. Insurer covered internal or external parts. Internal chiller water damage. Motors of 30 horse power and over. Operator or customer misuse or negligence. Painting and patching of any kind. Pneumatic systems. Piping. Pumps of 30 horse power and over. Refrigerants or reclaiming of same. Refrigerant leaking into the waterside of the system or water leaking into the refrigerant side of the system. Relocation of equipment. Removal of hazardous materials or waste. Repairs necessitated due to rust, corrosion, erosion, or deterioration. Repairs to any part of the cooling system subjected to damage due to the use of well water, salt water, brackish water, or inadequate or faulty chemical treatment. Repairs or replacement of items not normally maintained such as, but not limited to, ductwork, grilles, piping, gauges, thermometers, thermostats, structural supports, valves, casings, cabinets, tower fill, slats, basins, hydronic and pneumatic piping. Repairs due to inadequate or fluctuating conditions of utilities. Repairs due to losses or damages as a result of fire, water, windstorm, vandalism, theft, riots, civil commotion, Acts of God, strikes, lockouts, picket lines, machine shop service, or anything beyond the normal mechanical maintenance. Replacement of worn out or obsolete equipment and/or internal or external parts, labor and materials covered by an insurer, design changes, relocation of equipment and major cooling tower overhauls. Shelving. Smoke exhaust systems and all component parts of such systems that may be exist. Variable frequency drives (VFD's). VAV boxes. Vibration isolators or sound traps. Water systems and water treatment of any kind.

**EXHIBIT "A"**

**Palm Beach Gardens**  
**With Thermal Concepts, LLC**  
**Pursuant to ITB 2018-033-ND**

Exhibit A

EXHIBIT A

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**AGREEMENT  
FOR  
FACILITIES MANAGEMENT CONTRACTORS PROGRAM**

AGREEMENT NO. RFQ2022-019CS (F)

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of November, 2022 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Thermal Concepts, LLC**, a Florida corporation (the "Contractor"), located at 2201 College Avenue, Davie, Florida 33317.

WHEREAS, the Contractor has represented to the City that it has the qualifications, resources, experience, and abilities to provide certain facilities management support services to the City; and

WHEREAS, the City desires to retain the services of the Contractor to perform facilities management support services, on an as-needed or scheduled basis, in accordance with the City's Request for Qualifications RFQ2022-019CS, Facilities Management Contractors Program, and the Contractor's response thereto, attached hereto and incorporated herein as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

**ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications RFQ2022-019CS and the Contractor's response to the Request for Qualifications, including all addenda, final replies, and documentation required thereunder.

EXHIBIT A

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide facilities management support services to the City's Community Services Department.

The services shall be performed on an as-needed basis or based on a schedule to be mutually developed between the City and the Contractor.

The specific services the Contractor shall perform are more fully described and detailed in the Request for Qualifications and any subsequent Purchase Order and shall generally be as follows:

Group D HVAC

ARTICLE 3. PAYMENTS AND CONTRACT VALUE

The City shall pay the Contractor for performing the services according to the terms and conditions in the Request for Qualifications and the rates and prices established therein.

The City's estimated expenditure under this Agreement is Ten Million Dollars (\$10,000,000) for the entire five- (5) year term of this Agreement.

Notwithstanding this estimated expenditure, the City does not guarantee to the Contractor that the estimated Agreement amount will be expended during the Agreement term. However, the City shall pay for all services rendered and accepted under this Agreement and reserves the right to raise or lower the estimated amount each term as it deems is in its best interests.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the City:

**City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Manager  
Email: [rferris@pbgfl.com](mailto:rferris@pbgfl.com)

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

With a copy to: **City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Attorney  
Email: [mlohman@pbgfl.com](mailto:mlohman@pbgfl.com)

As to the Contractor: **Thermal Concepts, LLC**  
2201 College Avenue  
Davie, Florida 33317  
Attn: Dan Tarafa  
Email: [dtarafa@thermalconcepts.com](mailto:dtarafa@thermalconcepts.com)

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 5. TERM

The term of this Agreement shall be from the effective date through September 30, 2027, unless terminated beforehand as provided for in Article 6. All open Purchase Orders shall be valid until the work contracted under those Purchase Orders has been completed by the Contractor and accepted by the City, regardless of the expiration date of this Agreement.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing thirty (30) days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

ARTICLE 7. ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the Contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this Agreement. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for five (5) years following the expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 9. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer, at no cost, to the City, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: [PSNIDER@PBGFL.COM](mailto:PSNIDER@PBGFL.COM).**

ARTICLE 10. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 11. LICENSES, PERMITS, AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work to be performed. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

ARTICLE 12. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strike or other labor dispute, pandemic, natural disaster, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

(The remainder of this page intentionally left blank.)

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.




CITY OF PALM BEACH GARDENS, FLORIDA

By:   
Chelsea Reed, Mayor

By:   
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
R. Max Lohman, City Attorney

THERMAL CONCEPTS, LLC

DocuSigned by:  
Lawrence D. Maurer  
By: AS4DFC00835D431...  
Lawrence D. Maurer, CEO

EXHIBIT A

DocuSign Envelope ID: 39AC0E2E-B43A-4A39-A5E0-61D1F779D28F

City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

**EXHIBIT "A"**

EXHIBIT A

**Certificate Of Completion**

Envelope Id: 39AC0E2EB43A4A39A5E061D1F779D28F  
Subject: Complete with DocuSign: Thermal Concepts LLC-RFQ2022-019CS(F)-Agmt.pdf  
Source Envelope:  
Document Pages: 9 Signatures: 1  
Certificate Pages: 5 Initials: 0  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
Barbara Chabre  
10500 N Military Trail  
Purchasing Department  
Palm Beach Gardens, FL 33410  
bchabre@pbgfl.com  
IP Address: 151.132.106.163

**Record Tracking**

Status: Original  
10/21/2022 12:01:15 PM  
Holder: Barbara Chabre  
bchabre@pbgfl.com

Location: DocuSign

**Signer Events**

Lawrence D. Maurer  
ldmaurer@thermalconcepts.com  
CEO  
Thermal Concepts LLC  
Security Level: Email, Account Authentication  
(None)

**Signature**

DocuSigned by:  
*Lawrence D. Maurer*  
A94DFC00635D431

Signature Adoption: Pre-selected Style  
Using IP Address: 12.11.101.194

**Timestamp**

Sent: 10/21/2022 12:04:43 PM  
Viewed: 10/21/2022 5:51:36 PM  
Signed: 10/21/2022 5:53:41 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/21/2022 5:51:36 PM  
ID: 74ce805e-6041-4226-be14-a1e308c1fa7f  
Company Name: City of Palm Beach Gardens, FL

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

**Certified Delivery Events**

Status

Timestamp

**Carbon Copy Events**

Status

Timestamp

Dan Tarafa  
dtarafa@thermalconcepts.com  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 10/21/2022 5:53:42 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Km! Ra  
kmra@pbgfl.com  
Purchasing & Contracts Director  
City of Palm Beach Gardens  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 10/21/2022 5:53:43 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

Signature

Timestamp

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

10/21/2022 12:04:44 PM  
10/21/2022 5:51:36 PM  
10/21/2022 5:53:41 PM  
10/21/2022 5:53:43 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

EXHIBIT A

Electronic Record and Signature Disclosure created on: 8/28/2020 9:33:42 AM  
Parties agreed to: Lawrence D. Maurer

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Palm Beach Gardens, FL (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

## EXHIBIT A

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Palm Beach Gardens, FL:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:  
To contact us by email send messages to: [kmra@pbgfl.com](mailto:kmra@pbgfl.com)

### **To advise City of Palm Beach Gardens, FL of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kmra@pbgfl.com](mailto:kmra@pbgfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Palm Beach Gardens, FL**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kmra@pbgfl.com](mailto:kmra@pbgfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Palm Beach Gardens, FL**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

## EXHIBIT A

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kmra@pbgfl.com](mailto:kmra@pbgfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Palm Beach Gardens, FL as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Palm Beach Gardens, FL during the course of your relationship with City of Palm Beach Gardens, FL.



City of Palm Beach Gardens  
Office of the City Clerk  
10500 North Military Trail  
Palm Beach Gardens, FL 33410  
(561) 799-4122 [psnider@pbgfl.com](mailto:psnider@pbgfl.com)

**Letter of Transmittal**


**DATE:** November 4, 2022

**TO:** Thermal Concepts, LLC  
2201 College Avenue  
Davie, FL 33317  
Attn: Dan Tarafa

Delivered via FedEx Tracking No. 8170 1584 5236

**Re: Agreement for Facilities Management Contractors Program.**

- For Your Records
- For Recording
- As Requested
- Returned for Corrections
- For Review and Signature
- Other: \_\_\_\_\_

Signed   
Patricia Snider, CMC, City Clerk

**RESOLUTION NO. 2026-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH THERMAL CONCEPTS, LLC FOR INSTALLATION SERVICES RELATING TO NEW AIR CONDITIONING UNITS FOR THE RECREATION COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$19,900 UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF PALM BEACH GARDENS AGREEMENT NO. RFQ2022-019CS(F); PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (“City”) is in need installation services for five (5) air conditioning units (the “Services”) that are being purchased from Trane U.S., Inc. that will replace existing air conditioning units at the Recreation Community Center that have reached the end of their useful life; and

**WHEREAS**, the type of Services required by the City have been competitively bid by the City of Palm Beach Gardens, which has entered into the competitively awarded Agreement No. RFQ2022-019CS(F) (the “PBG Contract”) with Thermal Concepts, LLC (the “Contractor”); and

**WHEREAS**, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

**WHEREAS**, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to authorize the City Manager to negotiate and execute an agreement (the “Agreement”) in substantially the form attached hereto as Exhibit “A” with the Contractor for the Services in an amount not to exceed \$19,900, consistent with the terms and conditions of the PBG Contract; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL**

**OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby approves the Agreement with the Contractor for the Services pursuant to Section 31-11(E)(5) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute the Agreement with the Contractor for the Services in substantially the form attached hereto as Exhibit "A in an amount not to exceed \$19,900, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Agreement and this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dr. Walter Fajet  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**COVER AGREEMENT  
BETWEEN  
THE CITY OF MIAMI SPRINGS  
AND  
THERMAL CONCEPTS, LLC**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **THERMAL CONCEPTS, LLC**, a Florida limited liability company (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

**WHEREAS**, the City is in need installation services for five (5) air conditioning units (the “Services”) that are being purchased from Trane U.S., Inc. that will replace existing air conditioning units at the Recreation Community Center that have reached the end of their useful life; and

**WHEREAS**, the type of Services required by the City have been competitively bid by the City of Palm Beach Gardens, which has entered into the competitively awarded Agreement No. RFQ2022-019CS(F) (the “PBG Contract”), attached hereto as Exhibit “A,” with the Contractor; and

**WHEREAS**, the Contractor has provided the City a Quote for the Services in an amount not to exceed \$19,900, consistent with the terms and conditions of the PBG Contract; and

**WHEREAS**, on June 8, 2026, the City Council adopted Resolution No. 2026-\_\_\_\_\_, authorizing the City Manager to enter into this Agreement with the Contractor for the Services in an amount not to exceed \$19,900 for fiscal year 2025-26 and budgeted funds in future fiscal years; and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the PBG Contract in this Agreement, except as otherwise modified or amended herein; and

**WHEREAS**, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

**WHEREAS**, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the PBG Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the PBG Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
  - A. First Priority: Base Agreement;
  - B. Second Priority: State Required Affidavits;
  - C. Third Priority: Exhibit A – PBG Contract; and
  - D. Fourth Priority: Exhibit B – Contractor's Quote.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the PBG Contract unless otherwise provided in this Agreement. All references to the City of Palm Beach Gardens shall be replaced with the City of Miami Springs where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation and Payment.**
  - A. Compensation for Services provided by the Contractor shall be in an amount not to exceed \$19,900.00, in accordance with the Quote attached hereto as Exhibit "B" and the pricing of the PBG Contract attached hereto as Exhibit "A."
  - B. Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

**6. Term.**

- A. The term of this Agreement shall be from the Effective Date through thirty (30) calendar days thereafter, unless earlier terminated in accordance with Article 6 of the PBG Contract. This Agreement may be extended for additional one (1) month renewal periods by the City Manager on an as-needed basis upon written notice to the Contractor.
- B. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

**7. Indemnification.**

- A. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
- B. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- C. The provisions of this section shall survive termination of this Agreement.

**8. Amending Article 4 of the PBG Contract. Article 4, "Miscellaneous Provisions," of the PBG Contract is hereby amended as follows:<sup>1</sup>**

**Article 4. Miscellaneous Provisions.**

\* \* \*

f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. Venue for all proceedings in connection herewith shall lie exclusively in ~~Palm-Beach~~ Miami-Dade County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not

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<sup>1</sup> Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words.

be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

\* \* \*

~~i. **Attorney's Fees and Costs.** It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.~~

Attorneys Fees and Waiver of Jury Trial.

A. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

B. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

9. **Amending Article 9 of the PBG Contract.** Article 9, "Public Records," of the PBG Contract is hereby deleted in its entirety and replaced as follows:

**Article 9. Ownership and Access to Records and Audits.**

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

- C. Upon request from the City's custodian of public records, Contractor shall provide the City 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.
- D. 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 City.
- E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

**10. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**11. State Required Affidavits.** By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

**A. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**B. Scrutinized Companies.** Contractor 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, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is 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 Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**C. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**D. Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide 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 Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes,

and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

- E. Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.  
Signature pages follow.]**



**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide 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 Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**EXHIBIT "A"**

**Palm Beach Gardens**  
**With Thermal Concepts, LLC**  
**Pursuant to ITB 2018-033-ND**

Exhibit A

EXHIBIT A

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**AGREEMENT  
FOR  
FACILITIES MANAGEMENT CONTRACTORS PROGRAM**

AGREEMENT NO. RFQ2022-019CS (F)

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of November, 2022 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Thermal Concepts, LLC**, a Florida corporation (the "Contractor"), located at 2201 College Avenue, Davie, Florida 33317.

WHEREAS, the Contractor has represented to the City that it has the qualifications, resources, experience, and abilities to provide certain facilities management support services to the City; and

WHEREAS, the City desires to retain the services of the Contractor to perform facilities management support services, on an as-needed or scheduled basis, in accordance with the City's Request for Qualifications RFQ2022-019CS, Facilities Management Contractors Program, and the Contractor's response thereto, attached hereto and incorporated herein as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

**ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications RFQ2022-019CS and the Contractor's response to the Request for Qualifications, including all addenda, final replies, and documentation required thereunder.

EXHIBIT A

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide facilities management support services to the City's Community Services Department.

The services shall be performed on an as-needed basis or based on a schedule to be mutually developed between the City and the Contractor.

The specific services the Contractor shall perform are more fully described and detailed in the Request for Qualifications and any subsequent Purchase Order and shall generally be as follows:

Group D HVAC

ARTICLE 3. PAYMENTS AND CONTRACT VALUE

The City shall pay the Contractor for performing the services according to the terms and conditions in the Request for Qualifications and the rates and prices established therein.

The City's estimated expenditure under this Agreement is Ten Million Dollars (\$10,000,000) for the entire five- (5) year term of this Agreement.

Notwithstanding this estimated expenditure, the City does not guarantee to the Contractor that the estimated Agreement amount will be expended during the Agreement term. However, the City shall pay for all services rendered and accepted under this Agreement and reserves the right to raise or lower the estimated amount each term as it deems is in its best interests.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the City:

**City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Manager  
Email: [rferris@pbgfl.com](mailto:rferris@pbgfl.com)

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

With a copy to: **City of Palm Beach Gardens**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Attorney  
Email: [mlohman@pbqfl.com](mailto:mlohman@pbqfl.com)

As to the Contractor: **Thermal Concepts, LLC**  
2201 College Avenue  
Davie, Florida 33317  
Attn: Dan Tarafa  
Email: [dtarafa@thermalconcepts.com](mailto:dtarafa@thermalconcepts.com)

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 5. TERM

The term of this Agreement shall be from the effective date through September 30, 2027, unless terminated beforehand as provided for in Article 6. All open Purchase Orders shall be valid until the work contracted under those Purchase Orders has been completed by the Contractor and accepted by the City, regardless of the expiration date of this Agreement.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing thirty (30) days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

ARTICLE 7. ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the Contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this Agreement. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for five (5) years following the expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 9. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer, at no cost, to the City, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: [PSNIDER@PBGFL.COM](mailto:PSNIDER@PBGFL.COM).**

ARTICLE 10. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 11. LICENSES, PERMITS, AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work to be performed. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

ARTICLE 12. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strike or other labor dispute, pandemic, natural disaster, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

(The remainder of this page intentionally left blank.)

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.




CITY OF PALM BEACH GARDENS, FLORIDA

By:   
Chelsea Reed, Mayor

By:   
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
R. Max Lohman, City Attorney

THERMAL CONCEPTS, LLC

DocuSigned by:  
Lawrence D. Maurer  
By: AS4DFC00835D431  
Lawrence D. Maurer, CEO

Shared Documents/AGREEMENTS/2022/Thermal Concepts LLC-RFQ2022-019CS(F)-Agmt.docx

EXHIBIT A

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City of Palm Beach Gardens  
RFQ2022-019CS (F)  
Facilities Management Contractors Program

**EXHIBIT "A"**

EXHIBIT A

Certificate Of Completion

Envelope Id: 39AC0E2EB43A4A39A5E061D1F779D28F
Subject: Complete with DocuSign: Thermal Concepts LLC-RFQ2022-019CS(F)-Agmt.pdf
Source Envelope:
Document Pages: 9 Signatures: 1
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Barbara Chabre
10500 N Military Trail
Purchasing Department
Palm Beach Gardens, FL 33410
bchabre@pbgfl.com
IP Address: 151.132.106.163

Record Tracking

Status: Original
10/21/2022 12:01:15 PM

Holder: Barbara Chabre
bchabre@pbgfl.com

Location: DocuSign

Signer Events

Lawrence D. Maurer
ldmaurer@thermalconcepts.com
CEO
Thermal Concepts LLC
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Lawrence D. Maurer
ABADFC006350431

Signature Adoption: Pre-selected Style
Using IP Address: 12.11.101.194

Timestamp

Sent: 10/21/2022 12:04:43 PM
Viewed: 10/21/2022 5:51:36 PM
Signed: 10/21/2022 5:53:41 PM

Electronic Record and Signature Disclosure:

Accepted: 10/21/2022 5:51:36 PM
ID: 74ce805e-6041-4226-be14-a1e308c1fa7f
Company Name: City of Palm Beach Gardens, FL

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Dan Tarafa
dtarafa@thermalconcepts.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/21/2022 5:53:42 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Km! Ra
kmra@pbgfl.com
Purchasing & Contracts Director
City of Palm Beach Gardens
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/21/2022 5:53:43 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

EXHIBIT A

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

10/21/2022 12:04:44 PM  
10/21/2022 5:51:36 PM  
10/21/2022 5:53:41 PM  
10/21/2022 5:53:43 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## EXHIBIT A

Electronic Record and Signature Disclosure created on: 8/28/2020 9:33:42 AM

Parties agreed to: Lawrence D. Maurer

### **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Palm Beach Gardens, FL (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### **All notices and disclosures will be sent to you electronically**

EXHIBIT A

## EXHIBIT A

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Palm Beach Gardens, FL:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kmra@pbgfl.com](mailto:kmra@pbgfl.com)

### **To advise City of Palm Beach Gardens, FL of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kmra@pbgfl.com](mailto:kmra@pbgfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Palm Beach Gardens, FL**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kmra@pbgfl.com](mailto:kmra@pbgfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Palm Beach Gardens, FL**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

## EXHIBIT A

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kmra@pbgfl.com](mailto:kmra@pbgfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Palm Beach Gardens, FL as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Palm Beach Gardens, FL during the course of your relationship with City of Palm Beach Gardens, FL.



**City of Palm Beach Gardens  
Office of the City Clerk  
10500 North Military Trail  
Palm Beach Gardens, FL 33410  
(561) 799-4122 [psnider@pbgfl.com](mailto:psnider@pbgfl.com)**

**Letter of Transmittal**

**DATE:** November 4, 2022

**TO:** Thermal Concepts, LLC  
2201 College Avenue  
Davie, FL 33317  
Attn: Dan Tarafa

Delivered via FedEx Tracking No. 8170 1584 5236

**Re: Agreement for Facilities Management Contractors Program.**

For Your Records

For Recording

As Requested

Returned for Corrections

For Review and Signature

Other: \_\_\_\_\_

Signed   
Patricia Snider, CMC, City Clerk



Toll Free 800-953-2503

**Davie • Orlando • Tampa • Stuart • Jacksonville**

**DATE:** 06/03/2026

GYM RECREATION CENTER UNIT REPLACEMENT	<b>QUOTE: 2025-3077. REV.2</b>
City of Miami Springs	<b>SITE ADDRESS:</b>
1401 Westward Dr.	Miami Springs Recreation Center
Miami Springs, FL. 33166	1401 Westward Dr.
	Miami Springs, FL. 33166

We propose to furnish material and labor, complete in accordance with specifications below

Per the customer’s request, Thermal Concepts proposes to isolate, disconnect, recover refrigerant, and dispose of (5)10 Ton RTUs per EPA regulations. Thermal Concepts will set (5) new customer provided Trane RTUs onto the existing roof curbs and secure, modify and reconnect to the existing ductwork, electrical, and drains, start system and check operation of each system.

**AMENDMENTS & SPECIAL PROVISIONS:**

**EXCLUSIONS**

- \*\* Any work not referenced herein
- \*\*HVAC Equipment (to be provided by customer)
- \*\*Curb/Curb Adapter
- \*\*Electrical upgrades
- \*\*Roofing
- \*\*Structural/Engineering Documents
- \*\*Fire/Smoke Devices and controls/Connection to Fire Alarm Panel/Controls or fire alarm upgrades
- \*\*Permit (would be billed as direct pass through separate from this proposal)
- \*\*Street closure permits for crane

**INCLUSIONS**

- \*\* Recovery
- \*\*Disposal
- \*\*Duct Material
- \*\*Mounting Hardware
- \*\*Drain Material
- \*\* Crane
- \*\*Connection to Existing Controls

**\*\*NOTE**

\\*\*This proposal is based on being able to complete the installation of all units in conjunction with the use of only 2 crane lifts. If the schedule does not allow or if it must be broken up additional charges would apply.

**THERMAL STANDARD TERMS, CONDITIONS AND EXCLUSIONS ARE PART OF THIS PROPOSAL.**

Customer Initial \_\_\_\_\_

---

**Any Code Upgrades or Wind Load Calculations Are Excluded**

**\$19,900.00**

Labor	\$ 15,500.00
Recovery/Evacuation (5)	\$ 300.00
Misc Materials (Duct,Harware,Elec)	\$ 600.00
Crane	\$ 3,500.00

---

Payment to be made as follows: **30**

---

**Acceptance of Proposal** This proposal may be withdrawn if not accepted by 07/03/2026

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

*David Raiman*

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**Vice President Service  
Operations**

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

---

Customer Initial \_\_\_\_\_



# AGENDA MEMORANDUM

**Meeting Date:** 6/8/2026

**To:** The Honorable Mayor Walter Fajet and Members of the City Council

**Via:** J.C. Jimenez, City Manager

**From:** Caitlin Smith, Recreation Director

**Subject:** Chi Alarm Fire System

**Recommendation:**

Recommendation by Recreation that Council approve a change order to the current Resolution No. 2025-4267 previously approved on March 10<sup>th</sup>, 2025 in the amount of \$6,444.00 funds were approved for repairs in the FY 25/26 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

**Discussion/Analysis:**

CHI Alarms, Inc is currently in the process of installing the fire alarm system in the Community Center. During the recent inspection by Miami Dade Fire, they are requiring additional components to the system, including but not limited to strobes, pull stations, and plan revisions. These changes are required to finish the installation and pass the fire inspection.

**Fiscal Impact (If applicable):**

**Submission Date and Time:** 6/3/2026 11:19 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	Dept. Head: <u>Caitlin Smith</u>	Dept./ Desc.: <u>Recreation Department</u>
Prepared by: <u>Caitlin Smith</u>	Procurement: _____	Account No. <u>001-5701-572.46-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>64,372.00</u>
	Attorney: _____	Current request: \$ <u>6,444.00</u>
		Total vendor amount: \$ <u>\$70,816.00</u>

**RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH CHI ALARMS, INC. RELATING TO THE INSTALLATION OF A FIRE ALARM SYSTEM FOR THE COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$6,444; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 10, 2025, the City of Miami Springs (the “City”) adopted Resolution No. 2025-4267, selecting CHI Alarms, Inc. (the “Contractor”) for the installation of a new fire alarm system to replace existing fire panel and system at the City’s Community Center (the “Project”) in an amount not to exceed \$64,372.00 and authorizing the City Manager to enter into a Construction Contract (the “Agreement”) relating to the same; and

**WHEREAS**, the City is in need of additional funds for the Project due to additional work required as a result of a Miami-Dade County Fire Rescue Department inspection, including strobes, pull stations, and plan revisions (the “Additional Work”); and

**WHEREAS**, the Contractor has provided a change order proposal (the “Proposal”) attached hereto as Exhibit “A” to perform the Additional Work for the Project in an amount not to exceed \$6,444; and

**WHEREAS**, the City Council desires to authorize the City Manager to issue a change order to perform the Additional Work for the Project in an amount not to exceed \$6,444, consistent with the Proposal and the Agreement; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Authorization.** That the City Council hereby authorizes the City Manager to issue a change order to the Agreement with the Contractor to provide the

Additional Work for the Project in an amount not to exceed \$6,444, consistent with the Proposal attached hereto as Exhibit "A" and the Agreement.

**Section 3. Effective Date.** That this Resolution shall be effective immediately upon adoption.

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dr. Walter Fajet  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

UL Listed Installer of Fire Alarm systems S24065.  
14070 NW 82<sup>nd</sup> Ave. Miami Lakes, FL 33016  
Tel: 305-827-2856 Fax: 305-825-2144  
State License # EF0000876  
Email: [bchi@chialarms.com](mailto:bchi@chialarms.com)  
Prepared by: Bruce Chi

Serving South Florida for Over 25 Years.  
Notifier Premier / Fire-Lite Authorized  
Distributor

**Change Order**



Date: May 27, 2026  
Attn: Caitlin Smith  
Job name: City of Miami Springs Community Center  
Job address: 1401 Westward Dr. Miami Springs, FL  
Tel / Email: [smithc@miamisprings-fl.gov](mailto:smithc@miamisprings-fl.gov)  
Project: Fire Alarm System

Qty	Description
2	Multi-candela Speaker Strobes.
2	Notifier Pull Stations.
1	Misc. electrical material.
1	Engineered Fire Alarm Plans Revision.
1	Processing of fire alarm revision permit.
1	Fire Re-inspections.
1	Installation of above devices, program and certify.

UL Listed Installer of Fire Alarm systems S24065.  
14070 NW 82<sup>nd</sup> Ave. Miami Lakes, FL 33016  
Tel: 305-827-2856 Fax: 305-825-2144  
State License # EF0000876  
Email: [bchi@chialarms.com](mailto:bchi@chialarms.com)  
Prepared by: Bruce Chi



**Change Order**

Date: May 27, 2026  
Attn: Caitlin Smith  
Job name: City of Miami Springs Community Center  
Job address: 1401 Westward Dr. Miami Springs, FL  
Tel / Email: [smithc@miamisprings-fl.gov](mailto:smithc@miamisprings-fl.gov)  
Project: Fire Alarm System

Thank You for Your Business.

**Total \$6444.00**

1. Price cover only the material listed above. Any additional equipment shall be paid for by the Customer.
2. ~~Sales are subject to Chi Alarms, Inc. standard credit terms and conditions.~~
3. ~~Payments: Progressive billing throughout project.~~
4. ~~All payments are due upon receipt of invoice. On balance more than 30 days old, it is agreed that a Finance Charge of 1.5% per month will be made. Should the service of an attorney be required to enforce any part of a credit agreement, or for the collection of a delinquent account, it is agreed that the Debtor will pay all costs of collection including attorney fees.~~
5. Equipment to become property of the Customer upon payment of Selling Price indicated above in full.
6. Customer to provide dedicated 110-volt line and 2 telephone lines to the FACP.
7. The above price is valid for 90 days from date of quotation.
8. All alarm equipment is warranty for one full year.
9. Local authorities may require additional devices.
10. Customer to supply building floor plans in AutoCAD.
11. ~~In no event shall Chi Alarms, Inc. be liable for any special, incidental, indirect, speculative, remote, consequential, punitive or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence) arising from, relating to, or connected with the services, equipment, materials, or any goods provided hereunder.~~
12. ~~Notwithstanding anything to the contrary herein, if a portion of the services involves the installation and/or maintenance of system associated with security and/or detection of and/or reduction of risk of loss associated with fire, Chi Alarms, Inc. total liability arising out of or as a result of its performance under this agreement shall not exceed the amount of this agreement.~~
13. ~~Third Party Indemnification. When Customer has persons, or the property of others on the premises, or the system extends to protect property or others, Customer agrees to and shall indemnify, defend and hold harmless Chi Alarms, Inc. its employees and agents for and against all claims brought by parties other than the parties to this agreement. This provision shall apply to all claims regardless of cause, including Chi Alarms, Inc. performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the System, whether based upon negligence, active or passive, warranty, or strict or product liability on the part of Chi Alarms, Inc. its employees or agents, but this provision shall not apply to claims for loss or damages solely and directly caused by an employee of Chi Alarms, Inc. while on Customers premises.~~
14. Painting, patching and trenching if required not included.
15. ~~Customer agrees to pay for any expenses incurred by Chi Alarms, Inc. due to interruptions in the installation and work schedule of the fire alarm system proposed due to customers' inability to provide access to the project location and installation area as per approved plans and design. Expenses include but are not limited to expired permits, failure to attend scheduled appointments, non-payment according to schedule of payments and failure or refusal to authorize a change order and payment for additional work required by the authority having jurisdiction (AHJ). If additional work is required by AHJ and customer refuses to authorize such work within 30 days, Chi Alarms, Inc. reserves the right to proceed with the work as required by AHJ to complete the installation and close the permit. If this should occur customer acknowledges that Chi Alarms, Inc. will be legally entitled to such payment as outlined in the proposed change order. Customer understand that Chi Alarms, Inc. may place a hold on any existing open permit related to the work described above due to the customer inability to provide access to the entire installation area as required.~~
16. ~~Knox Boxes ([www.knoxbox.com](http://www.knoxbox.com)) can only be purchased by building owner, association or building representatives.~~
17. ~~Sales tax not included.~~
18. ~~Permit fee not included.~~

Customer acceptance

In accepting this proposal, the Customer agrees to the terms and conditions contained herein. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or another document that the Customer may issue.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Bill to address

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone no.

**RESOLUTION NO. 2025 – 4267**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING CHI ALARMS, INC. FOR THE PURCHASE AND INSTALLATION OF A FIRE ALARM SYSTEM FOR THE COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$64,372.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) is in need of a new fire alarm system to replace the existing fire panel and system at the City’s Community Center (the “Project”); and

**WHEREAS**, in accordance with Section 31-11(C)(2) of the City’s Code of Ordinances (the “Code”), the City requested three quotes for the Project, anticipating that the good faith estimate total cost would not exceed \$100,000; and

**WHEREAS**, CHI Alarms, Inc. (the “Contractor”) provided the City with the lowest Quote for the Project in an amount not to exceed \$64,372.00; and

**WHEREAS**, in accordance with Section 31-11(C)(2) of the City’s Code, the City Council desires to select the Contractor for the Project and authorize the City Manager to negotiate and execute a Construction Contract (the “Contract”) with the Contractor in an amount not to exceed \$64,372.00 in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

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

**Section 2. Selection.** That the City Council hereby selects the Contractor for the Project.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute the Contract with the Contractor for the Project in an

amount not to exceed \$64,372.00 in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.


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


Vice Mayor Dr. Victor Vazquez	<u>YES</u>
Councilmember Jacky Bravo	<u>ABSENT</u>
Councilmember Dr. Walter Fajet	<u>YES</u>
Councilmember Jorge Santin	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 10th day of March, 2025.

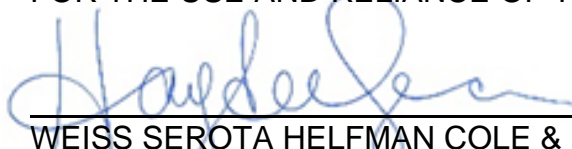
  
\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

  
\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

  
\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**RESOLUTION NO. 2026- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CALLING A SPECIAL ELECTION ON NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI SPRINGS, FLORIDA, A CHARTER AMENDMENT; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the current stated purpose of the City of Miami Springs (the “City”) Northwest 36th Street District (the “District”) is to provide for successful commercial operations; and

**WHEREAS**, properties in the District have become increasingly disinvested and are creating conditions that negatively affect the public health, safety, and general welfare of the City’s residents and visitors and which demand the commitment of a disproportionate amount of police resources; and

**WHEREAS**, the City Council commenced a community-driven project known as the “Activate Southeast Miami Springs Project” to evaluate ways to transform the District into a vibrant, connected, and welcoming district; and

**WHEREAS**, as part of the Activate Southeast Miami Springs Project, the City has conducted stakeholder interviews, community workshops, and Council workshops to evaluate existing conditions and potential frameworks to attract investment and encourage revitalization of the District, including the following public engagement activities to date:

- April through May 2024 – Stakeholder interviews;
- June 24, 2024 – Council presentation relating to stakeholder input and exploration of existing conditions;
- May 8, 2025 – Council presentation on the existing conditions and Council input;

- August 18 & 25, 2025 – Council presentation on the framework for potential changes;
- September 2-22, 2025 – Online survey on a framework for potential changes;
- September 24, 2025 – Council Workshop (Part 1) regarding recommended strategies and actions;
- October 6, 2025 – Council Workshop (Part 2) regarding recommended strategies, actions, and priorities; and

**WHEREAS**, as a result of the Activate Southeast Miami Springs Project, the City Council has determined that the successful revitalization of properties in the District will require a mix of uses to support new investments in the District, including residential components within limited areas of the District; and

**WHEREAS**, the City has specifically identified that in order to revitalize and attract investment to the District, the City should permit projects with a mix of commercial and residential components in the area east of East Drive within the District; and

**WHEREAS**, residential uses in the District are effectively prohibited because Section 1.04(6) of the City Charter currently provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height, making investments in the District and revitalization of disinvested properties economically unfeasible; and

**WHEREAS**, the City Council has determined that an amendment to the City Charter (the “Charter Amendment”) should be presented for consideration by the City’s electorate in order to commence the implementation of the Activate Southeast Miami Springs Project by exempting those buildings with residential units in the area east of East Drive in the District from the height and story limitations of Section 1.04(6) of the Charter subject to the height limitations set forth in Section 150-164(E) of the City’s Code in effect as of the date of the Charter Amendment’s approval and adoption; and

**WHEREAS**, on April 27, 2026, the City Council adopted Resolution No. 2026-4390, calling a special election to occur on August 18, 2026, relating to the Charter Amendment; and

**WHEREAS**, in the interest of transparency and to provide City residents additional time to understand the effects of the Charter Amendment, the City Council desires to rescind Resolution No. 2026-4390 calling for a special election on the Charter Amendment on August 18, 2026, and instead call a special election on November 3, 2026, to present the Charter Amendment for consideration by the City’s electorate; and

**WHEREAS**, pursuant to the City’s Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade, as applicable, the City is required to submit the Charter Amendments to the electors of the City for approval or rejection.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Rescinding Resolution.** The City Council hereby rescinds Resolution No. 2026-4390, calling a special election on August 18, 2026, for the purpose of submitting to the electorate of the City the Charter Amendment.

**Section 3. Calling Special Election.** That a special election is hereby called to be held on Tuesday, November 3, 2026, to present to the qualified electors of the City of Miami Springs the ballot question provided in Section 5 of this Resolution. The City Council may, by resolution, alter the date of the special election in the event that the City Council finds that unforeseen circumstances require it to do so.

**Section 4. Charter Amendments.** That pursuant to the City’s Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade County, the City Charter of the City of Miami Springs, Florida, is hereby amended to read as set forth in Exhibit “A” attached hereto and incorporated herein.

**Section 5. Form of Ballot.**

a. That the form of ballot for the Charter Amendments provided for in Section 4 of this Resolution shall be substantially as follows:

**1. Revitalizing the Northwest 36 Street District**

The Charter provides that buildings that include more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

To revitalize and attract investment to the Northwest 36 Street District, it is proposed to exempt buildings with residential units located east of East Drive in the District from the Charter's restriction, subject to current zoning height limitations.

Shall the above-described amendment be adopted?

Yes [ ]

No [ ]

- b. That the City Council may revise the ballot form which is set forth above by Resolution; provided, however, that the City Council hereby authorizes the City Manager, in consultation with the City Attorney, to reorder the ballot questions in their discretion without further action of the City Council.

**Section 6. Balloting.** Balloting shall be conducted on Tuesday, November 3, 2026, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for City elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the general election laws. The City Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by a County Canvassing Board in accordance with any applicable provisions of the general election laws of the State or County. The City Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

**Section 7. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth

week prior to the election (to-wit: during the week commencing Sunday, September 27, 2026), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 11, 2026), and shall be in substantially the following form:

**"NOTICE OF SPECIAL ELECTION"**

**NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2026-\_\_\_\_\_ A SPECIAL ELECTION HAS BEEN CALLED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA (THE "CITY") TO BE HELD WITHIN THE CITY ON TUESDAY, NOVEMBER 3, 2026 FROM 7:00 AM UNTIL 7:00 P.M. AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI SPRINGS THE FOLLOWING CHARTER AMENDMENTS FOR APPROVAL OR REJECTION:**

**1. Revitalizing the Northwest 36 Street District**

The Charter provides that buildings that include more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

To revitalize and attract investment to the Northwest 36 Street District, it is proposed to exempt buildings with residential units located east of East Drive in the District from the Charter's restriction, subject to current zoning height limitations.

Shall the above-described amendment be adopted?

Yes      [ ]

No        [ ]

**The full text of the proposed City Charter Amendment is available at the office of the City Clerk located at City of Miami Springs, 201 Westward Drive, Second Floor, Miami Springs, FL 33166.**

**/s/ Erika Gonzalez, MMC  
City Clerk"**

**Section 8. Copies.** That copies of this Resolution proposing the Charter Amendments are on file at the offices of the City Clerk located at City of Miami Springs, City Hall, 201 Westward Drive, Second Floor, Miami Springs, FL 33166, and are available for public inspection during regular business hours.

**Section 9. Effectiveness of Charter Amendments.**

- a. That each of the Charter Amendments which are provided for in Sections 4 and 5 above shall become effective only if the majority of the qualified electors voting on the specific Charter Amendment vote for its adoption, and shall be considered adopted and effective upon certification of election results.
- b. That the City Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised City Charter. Further, that in the event that some, but not all, of the Charter Amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the City Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter Amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- c. That following the adoption of the Charter Amendments, the City Clerk shall file the adopted Charter Amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 10. Inclusion in the Charter.** Subject to the requirements of Section 9 above, it is the intention of the City Council and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the City of Miami Springs and that the Sections of this Resolution and the proposed Charter Amendments may be renumbered or re-lettered to accomplish such intention.

**Section 11. Severability.** That the provisions of this Resolution are declared 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 this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 12. Conflicts.** That in the event that the provisions of this Resolution conflict with any other City Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 13. Effective Date.** That this Resolution shall take effect immediately upon adoption.

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

Mayor Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR WALTER FAJET

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**EXHIBIT A**

**PROPOSED REVISIONS AND AMENDMENTS TO CITY CHARTER**

**The following document contains proposed revisions and amendments to the City of Miami Springs Charter as proposed by the City Council.**

Additions to the text are shown in highlighted **underline** and deletions are shown in highlighted **strikethrough**.

**CHARTER**

**ARTICLE I. POWERS**

\* \* \*

**Sec. 1.04. Limitation of powers.**

The powers of the city, in addition to limitations imposed by law, are further limited as follows:

- (1) The city may not otherwise dispose of that part of its real property now, or hereinafter held for parks, playgrounds, or other recreational facilities, except by ordinance passed by  $\frac{4}{5}$  vote of the City Council, after 2 public hearings.
- (2) The Council shall have and exercise all powers of the city not specifically conferred upon other officers and employees. It may delegate any power except the power to fix the rate of taxes, enact ordinances and resolutions, incur indebtedness, adopt a budget and appropriate money.
- (3) The Council may, by majority vote after 2 public hearings, change any existing zoning classification within the city, provided that notice of such proposed zoning change shall first be given to the inhabitants of the city in the following manner:
  - (a) Notice of each public hearing shall be published at least 10 days prior to each hearing in a newspaper of general circulation within the city.
  - (b) The entire text of the proposed zoning change shall be posted in a prominent place in public buildings for a period of at least 2 weeks prior to the date of the first newspaper publication, as follows:
    - (1) City hall,
    - (2) Recreation center gymnasium,
    - (3) The field house, and
    - (4) Any other building(s) designated by Council.
  - (c) Notice of the proposed zoning change shall be mailed to the electors of the city in accordance with the then most current voters registration list, which list shall be maintained as available to the public by the City Manager, and the cost of such mailing shall be borne by the applicant for such zoning change.
- (4) The City of Miami Springs shall not issue ad valorem bonds the outstanding total amount of which shall obligate the city in excess of 15 percent of the

assessed valuation of the real property within the City of Miami Springs for the total outstanding amount of said bonds issued by the city.

(5) No portion of the Miami Springs Golf and Country Club Property, which is more particularly described in Official Records Book 17843, Pages 4410—4415, of the Miami-Dade County Public Records, shall be leased for any single period in excess of 5 years, re-zoned, sold, or otherwise conveyed, without first being approved and authorized by a majority of the qualified city electors voting in an election to consider any such actions.

(6) Any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40-feet in height.

(a) The foregoing restriction shall not apply to buildings with residential units located east of East Drive within the Northwest 36<sup>th</sup> Street District, subject to the height limitations contained in the City's Code of Ordinances for the Northwest 36<sup>th</sup> Street District as of November 3, 2026.

This exception shall only apply to properties located east of East Drive in the Northwest 36<sup>th</sup> Street District as the district exists as of November 3, 2026 as illustrated in the map shown in Figure 1 below.

Figure 1.  
Map of Properties East of East Drive in the Northwest 36<sup>th</sup> Street District



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