

Memorandum



Date: June 16, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 14(A)(2)

From: Carlos A. Gimenez
Mayor

Resolution No. R-597-20

Subject: Resolution Requesting Authorization to Execute Interagency Agreement with the State of Florida, Department of Business and Professional Regulation for the Delegation to Miami-Dade County of Statutory Authority to Regulate and Enforce Elevator Safety

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the accompanying resolution authorizing the Mayor or County Mayor's designee to execute the Interagency Agreement with the State of Florida, Department of Business and Professional Regulation (DBPR), which serves to delegate to Miami-Dade County the statutory authority to regulate and enforce safety for elevators, escalators, moving walks and other related equipment, pursuant to Section 399.13 of the Florida Statutes.

Scope

The scope of this item is countywide in nature.

Delegated Authority

The County Mayor or County Mayor's designee is authorized to enter into and execute the Interagency Agreement with the State of Florida, in substantially the form attached to the resolution. The County Mayor or County Mayor's designee is also authorized to renew the agreement for one additional ten-year term, and to exercise any cancellation clauses related to the agreement on behalf of Miami-Dade County.

Fiscal Impact/Funding Source

There is no fiscal impact to the County, as the costs to provide this function on behalf of the State of Florida are fully offset by the revenue generated through fees, fines and other charges to the regulated public.

Track Record/Monitor

Nicolas D. Ortiz of the Internal Services Department is the Elevator Section Manager.

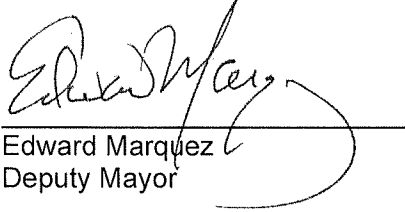
Background

The Board has previously adopted interagency agreements with the State of Florida through Resolution R-1138-03 and Resolution R-14-11, for the authority of jurisdiction for elevators, escalators, moving walks and other related equipment. DBPR is the only authority of jurisdiction for elevators, escalators and related equipment throughout the State of Florida. Section 399.13, Florida Statutes authorizes DBPR to contract with local counties and municipalities to carry out these functions. The County has maintained such contract with the State for several decades.

While the agreement established through Resolution R-14-11 is still in effect through June 30, 2020 DBPR is seeking to standardize all such agreements with its contracted jurisdictions, at the recommendation of the Office of Program Policy Analysis and Government Accountability (OPPAGA), and to ensure that all of its contracted jurisdictions are operating in the same manner. The attached Interagency Agreement serves to continue to grant Miami-Dade County the authority for the issuance of annual certificates of operation for existing equipment; permits for new construction, repairs and modernization; the issuance of Certificates of Operation of the regulated equipment; and to exercise jurisdictional authority and enforcement of code as permitted under Chapter 399 of the Florida Statutes.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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This authority applies throughout Miami-Dade County, except for within the political subdivisions of the City of Miami and City of Miami Beach, both of which have also contracted with the State for jurisdictional authority. Miami-Dade County retains the authority to regulate any such equipment installed on County property, irrespective of location.



Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 16, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
6-16-20

RESOLUTION NO. R-597-20

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FOR THE DELEGATION TO MIAMI-DADE COUNTY OF STATUTORY AUTHORITY TO REGULATE AND ENFORCE SAFETY FOR ELEVATORS, ESCALATORS, MOVING WALKS AND OTHER RELATED EQUIPMENT, AS AUTHORIZED BY SECTION 399.13, FLORIDA STATUTES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE CANCELLATION AND RENEWAL RIGHTS CONFERRED THEREIN

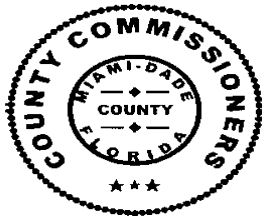
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the County Mayor or County Mayor's designee to execute the attached Interagency Agreement with the State of Florida, Department of Business and Professional Regulation for the delegation to Miami-Dade County of statutory authority to regulate and enforce safety for elevators, escalators, moving walks and other related equipment, as authorized by Section 399.13, Florida Statutes, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to exercise cancellation and renewal rights conferred therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman		aye
Rebeca Sosa, Vice Chairwoman		aye
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava
Jose "Pepe" Diaz	aye	Sally A. Heyman
Eileen Higgins	aye	Barbara J. Jordan
Joe A. Martinez	aye	Jean Monestime
Dennis C. Moss	aye	Sen. Javier D. Souto
Xavier L. Suarez	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of June, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

A handwritten signature in dark ink, appearing to read "Eduardo W. Gonzalez", written over a horizontal line.

DBPR INTERAGENCY AGREEMENT
BETWEEN THE DEPARTMENT OF BUSINESS AND PROFESSIONAL
REGULATION, DIVISION OF HOTELS AND RESTAURANTS AND MIAMI-DADE
COUNTY FOR DELEGATION OF STATUTORY AUTHORITY TO REGULATE
AND ENFORCE ELEVATOR SAFETY

This Agreement is made and entered into this ____ day of _____, 2020, by and between the Department of Business and Professional Regulation, Division of Hotels and Restaurants, hereinafter referred to as the DEPARTMENT, and Miami-Dade County, by and through the Internal Services Department, Office of Elevator Safety, hereinafter referred to as the CONTRACTOR. Pursuant to this Agreement, the CONTRACTOR shall issue elevator construction permits, repair and alteration permits, temporary elevator operation permits and certificates of operation; shall provide and conduct elevator inspections; and, shall enforce the applicable provisions of the Florida Building Code, as required by Chapter 399, Florida Statutes, ("Elevator Safety Act"); and Rule Chapter 61C-5, Florida Administrative Code, ("Florida Elevator Safety Code") on elevator equipment located in and throughout Miami-Dade County not already subject to a contracted delegation of authority pursuant to the requirements of Chapter 399, and Rule Chapter 61C-5, Florida Administrative Code. In recognition of jurisdictional agreements between the Department and the City of Miami and City of Miami Beach, or any such future agreements with any other municipality within Miami-Dade County, Miami-Dade County will retain contracted jurisdictional authority of equipment located in properties owned and/or operated by Miami-Dade County, irrespective of location within the aforementioned cities. Contractual services shall begin, _____, or upon full execution of this Agreement, whichever is the earlier date and services shall end on June 30, 2030.

This Agreement is subject to the following provisions:

SPECIAL PROVISIONS

- 1) INDEPENDENT CONTRACTOR: The CONTRACTOR shall perform and render the agreed upon services herein as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT, in a proper and satisfactory manner as determined by the DEPARTMENT in its sole discretion.
- 2) INCORPORATION: This Agreement incorporates in full, as if fully set forth herein, the provisions of the Elevator Safety Act, Florida Elevator Safety Code and Chapters 30 and 35 of the Florida Building Code, as these provisions exist and as they may be amended in the future.
- 3) COMMUNICATIONS: The DEPARTMENT agrees to have open and direct lines of communication with the CONTRACTOR, by providing DBPR staff telephone numbers to CONTRACTOR designated personnel, and by agreeing to provide advance copies of Industry Bulletins and Technical Advisories to the CONTRACTOR before they are published and released to vendors, elevator contractors, license holders and other industry stakeholders.

The CONTRACTOR likewise agrees to have open and direct lines of communication with the DEPARTMENT, by providing Miami-Dade staff telephone numbers to DEPARTMENT designated personnel, and by agreeing to provide advance copies of Industry Bulletins and Technical Advisories and other key documents to the DEPARTMENT before they are published and released to vendors, elevator contractors, license holders and other industry stakeholders.

- 4) ASSIGNABILITY: This Agreement is exclusive and personal and may not be assigned by the CONTRACTOR in whole or in part, except that in the event an emergency situation temporarily prevents the CONTRACTOR from performing its obligations hereto, the CONTRACTOR may request written permission from the DEPARTMENT to solicit assistance from any other municipality or county that has entered into a similar interagency Agreement with the DEPARTMENT to issue elevator construction permits, repair and alteration permits, temporary elevator operation permits and certificates of operation; provide and conduct elevator inspections; and enforce applicable provisions of the Florida Building Code, as required by the Elevator Safety Act and Florida Elevator Safety Code. Emergency assistance shall not exceed six (6) months without prior approval from the DEPARTMENT.
- 5) CONSIDERATION FOR SERVICES: Except as otherwise stated herein, in consideration for the services performed pursuant to this Agreement, the CONTRACTOR is entitled to collect and retain those statutorily authorized fees and administrative fines, as provided in the Elevator Safety Act and Florida Elevator Safety Code, associated with the responsibilities and obligations to be performed herein, which fees and administrative fines would otherwise be collected by the DEPARTMENT. This Agreement does not address, prohibit nor endorse, legally or otherwise, any additional fees and administrative fines imposed by the local jurisdiction.
- 6) CONTRACTOR SERVICES: The CONTRACTOR shall perform the following services:
 - a. The CONTRACTOR shall conduct elevator inspections in accordance with Sections 399.061 and 399.13, Florida Statutes. The CONTRACTOR shall ensure that each inspection is competently performed by the holder of a valid certified elevator inspector credential, issued by the DEPARTMENT, and maintained in good standing. As provided in Section 399.13, Florida Statutes, the certified inspector shall be independent or an employee of the CONTRACTOR. For each inspection performed the inspector shall complete an Elevator Inspection Report, using either of the approved forms, which are attached hereto and incorporated by reference as Attachments "IA" and "IIA". The CONTRACTOR shall assume responsibility for inspector compliance with elevator inspection standards referenced in ASME A17.2, Guide for Inspection of Elevators, Escalators, and Moving Walks and for correcting any deficient performance by inspectors it supervises through employment or contractual relationship. The DEPARTMENT, however, shall retain sole authority for disciplining an inspector's professional credential certification.

- b. The CONTRACTOR shall enforce the applicable provisions of the Florida Building Code, as required by the Elevator Safety Act, Florida Elevator Safety Code, and all other applicable and authorized elevator laws, rules and local ordinances, against any elevator owner or other person in violation thereof, except as otherwise provided in this section. "All enforcement activity shall be conducted in accordance with the provisions of Chapters 120, 162 and 399, Florida Statutes, and applicable Miami-Dade County Code of Ordinances and applicable Florida Administrative Code."

The DEPARTMENT, however, shall retain all authority with respect to professional credentials issued pursuant to Chapter 399, Florida Statutes. The CONTRACTOR shall not issue professional credentials nor shall it enforce the credentialing provisions of Chapter 399, Florida Statutes. The CONTRACTOR may issue local jurisdiction summons and collect administrative fines from credentialed persons or credentialed companies for violating the provisions of the Elevator Safety Act and the Florida Elevator Safety Code. However, the CONTRACTOR shall report to the DEPARTMENT all known or suspected violations of Chapter 399, Florida Statutes, or the Florida Elevator Safety Code, committed by holders of a DEPARTMENT issued professional credential within thirty (30) days of discovery.

- c. The CONTRACTOR shall provide the DEPARTMENT with a Monthly Activity Report, using either of the approved forms, which are attached hereto and incorporated by reference as Attachments "IB" and "IIB". The Monthly Activity Report shall include the number of elevator permit applications received and issued, the number of elevator inspections and callbacks conducted, complaints and accidents received, inspected and resolved, and the number of actions initiated to enforce the provisions of the Elevator Safety Act and Florida Elevator Safety Code. Such report is due to the DEPARTMENT within thirty (30) days of the end of the month in which activity is reported.
- d. The Elevator Safety Act requires that an elevator owner or representative report any accident occurring on or in an elevator within five (5) working days of the accident to the DEPARTMENT using an Elevator Owner Accident Report, using either of the approved forms, which are attached hereto and incorporated by reference as Attachments "ID" and "IID". However, if the accident occurs within Miami-Dade County, a copy of any accident report shall be forwarded to the DEPARTMENT within thirty (30) days.
- e. The CONTRACTOR shall maintain accurate records and documentation, including copies of all elevator permit applications received and issued, all elevator inspection reports issued and all elevator certificate of operation applications received and issued, pursuant to the requirements of Section 399.13, Florida Statutes.

- f. The CONTRACTOR acknowledges and agrees that all records and reports required by this Agreement, the Elevator Safety Act, or Florida Elevator Safety Code, are subject to inspection by the DEPARTMENT. The CONTRACTOR shall maintain all such records according to the retention schedule employed by the DEPARTMENT'S Bureau of Elevator Safety.
- g. The CONTRACTOR shall not issue an elevator Certificate of Operation until, the elevator or vertical conveyance passes its initial or final inspection as applicable, the elevator company supervisor signs an Affidavit, using either of the approved certificates and forms, which are attached hereto and incorporated as Attachments "IC" and "IIC", and witnessed by the CONTRACTOR'S inspector, which sets forth that the elevator company supervisor directly supervised construction or installation of the elevator.
- h. The CONTRACTOR agrees to establish a Quality Assurance Program in consultation with, and approved by, the DEPARTMENT, to conduct quality assurance inspections and to provide the DEPARTMENT with copies of the quality assurance inspection reports. A copy of any quality assurance inspection report shall be forwarded to the DEPARTMENT within sixty (60) days of the quality assurance inspection. The DEPARTMENT will conduct oversight and monitor inspections as necessary.

7) CONTRACTOR RESPONSIBILITIES: The CONTRACTOR shall be responsible for:

- a. CONTRACTOR agrees to process all certificates and permits it issues, and electronically store data, specified below, related to the regulation of elevators, issuance of permits, certificates of operation, for each item specified in Section 399.13, Florida Statutes until this Agreement terminates.
- b. CONTRACTOR agrees to provide the electronic data specified below to the DEPARTMENT, not later than sixty (60) days prior to and until termination of this Agreement by either party, in comma-delimited text format that will merge into the DEPARTMENT'S 'Versa: Regulation' licensing data software, or any successor and then-current licensing data management software, with minimal need for data conversion programming. CONTRACTOR'S failure to provide the specified data in such a format not later than sixty (60) days prior to the termination of this Agreement is a breach of this Agreement. CONTRACTOR will reimburse the DEPARTMENT within sixty (60) days of receipt of an itemized invoice from the DEPARTMENT for all actual and reasonable costs incurred in good faith by the DEPARTMENT to merge the specified data into the DEPARTMENT'S 'Versa: Regulation' licensing data software, or any successor and then current licensing data management software, whether such costs are attributable to work performed by the DEPARTMENT or a source external to the DEPARTMENT. If the need arises, in the sole determination by the DEPARTMENT, to undertake data conversion in anticipation of the termination of this Agreement, the Contractor agrees to provide full cooperation and

unobstructed access to the DEPARTMENT'S staff or any external resource engaged in the conversion work to merge the CONTRACTOR'S data with the DEPARTMENT'S 'Versa: Regulation' licensing data software, or any successor and then-current licensing data management software. CONTRACTOR shall abide by the requirements of Department Information Technology Resources and Data Access Security, which is attached hereto and incorporated by reference as Attachment "IV".

- c. The following specific electronic data is required for conversion at a minimum, for each item specified in section 399.13, Florida Statutes, to include: elevator permit applications, permits issued, and certificates of operation issued, and the following:
 1. License information, continually maintained: Miami-Dade County Elevator Certificate Number, prior State Serial Number, Licensee Name, Classification Code (equivalent to state codes current at time of migration), Mailing Street Address, Mailing Address Line 2, Mailing Address Line 3, Location City, Location State Code, Location Zip Code, Location County Code, Location Phone Number, License Status Code (equivalent to state codes current at time of migration), License Secondary Status Code (equivalent to state codes current at time of migration), Original Date of Issue, Expiration Date, Number of Landings, Capacity (in pounds), Travel distance (in feet), Speed Up (feet per minute), Speed Down (feet per minute), and installing Company and date installed. In addition: Service Contract Number and Status: Current; Maintenance Company Name, Address, and License Number; Beginning and Ending Date (of service contract).
 2. Inspection information, maintained for the preceding five years: Miami-Dade County Elevator Certificate Number, prior State Serial Number, Inspection Date, Inspection Type Code (equivalent to state codes current at time of migration), Violation Codes, Number of Violations, Certified Elevator Inspector Number.
- 8) CONTRACTOR may grant variances and waivers to the Florida Elevator Safety Code, as authorized in rule and consistent with the provisions of Chapter 120, Florida Statutes.

GENERAL PROVISIONS

- 1) APPROPRIATION: This is a no-cost Agreement for the DEPARTMENT. The CONTRACTOR is responsible for all costs associated with the performance of this Agreement.
- 2) CANCELLATION: This Agreement may be terminated by either party by giving one hundred and eighty (180) days written notice of cancellation to the other party; said notice shall be sufficient if it is delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In case of cancellation, only the costs actually accrued

for services satisfactorily performed prior to the date of cancellation shall be considered incurred, and all work in progress shall remain the property of the DEPARTMENT and shall be delivered to the DEPARTMENT. The CONTRACTOR shall abide by the electronic data merge and cost reimbursement requirements due the DEPARTMENT within sixty (60) days prior to and until termination of this Agreement.

- 3) **COMPLIANCE**: For the purpose of ensuring compliance with the provisions of this Agreement and the provisions of the Elevator Safety Act and Florida Elevator Safety Code, the DEPARTMENT may at any time verify compliance with applicable standards, assess the effectiveness of the CONTRACTOR'S inspection and enforcement activities and verify the accuracy of the inspections performed. The DEPARTMENT will notify the CONTRACTOR in writing of any deficiencies noted and provide appropriate documentation when necessary. The CONTRACTOR shall remedy the deficiencies noted within thirty (30) days of receipt of notice. Upon a finding by the DEPARTMENT that the CONTRACTOR has failed to comply with or enforce the applicable provisions of the Florida Building Code, as required by the Elevator Safety Act and Florida Elevator Safety Code, or has violated the terms of this Agreement, the DEPARTMENT may cancel this Agreement by giving CONTRACTOR immediate written notice of cancellation.
- 4) **ENTIRE AGREEMENT**: This Agreement and attachments "IA" (DBPR Elevator Inspection Report) and "IIA" (Miami-Dade Elevator Inspection Report), "IB"(DBPR Monthly Activity Report) and "IIB" (Miami-Dade Monthly Activity Report), "IC" (DBPR Construction Supervisor Affidavit signatory form for a Certificate of Operation) and "IIC" (Miami-Dade Construction Supervisor Affidavit), "ID" (DBPR Elevator Owner Accident Report) and "IID" (Miami-Dade Elevator Owner Accident Report), and Attachment "IV" Department Information Technology Resources and Data Access Security attached hereto, constitute the entire Agreement of the parties; and no other Agreement or modification, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This Agreement may not be orally modified. Any modification must be in writing, expressly titled a modification, amendment, or addendum to this Agreement, attached to this Agreement, and signed by both parties.
- 5) **LIABILITY**: Pursuant to this Agreement, the CONTRACTOR acts in the place of the DEPARTMENT and not on behalf of the DEPARTMENT as an agent or representative. Each party hereby assumes the acts or omissions of that party or its officers, agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed, as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contractual agreement. The CONTRACTOR shall be responsible for all costs incurred for performance of the delegated responsibilities herein and to the extent provided by law and subject to the limitations provided in Section 768.28, Florida Statutes, as same may be amended, indemnifies the Department of Business and Professional Regulation, the Division of Hotels And Restaurants, the Bureau of Elevator Safety, their employees and representatives for any action brought as a result of Contractor's acts or failure to act under this Agreement.

- 6) **PUBLIC DOCUMENTS:** The CONTRACTOR shall allow the public and DEPARTMENT access to all documentation relating to any action required pursuant to the provisions of this Agreement. Failure to permit such access may result in an action to enforce disclosure pursuant to Chapter 119, Florida Statutes, and the DEPARTMENT canceling this Agreement by giving CONTRACTOR immediate written notice of cancellation.
- 7) **ATTORNEY'S FEES:** Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this Agreement.
- 8) **DISPUTES:** This Agreement shall be governed by and construed in accordance with the laws of Florida. The CONTRACTOR agrees that venue to enforce any provision of this Agreement shall be in Leon County, Florida.
- 9) **NOTICE TO CONTRACTOR:** The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. If CONTRACTOR violates this section, the DEPARTMENT may cancel this Agreement by giving CONTRACTOR immediate written notice of cancellation.
- 10) **RENEWAL:** This Agreement may be renewed for one additional ten-year term provided the DEPARTMENT is satisfied with the CONTRACTOR'S performance and provided that the CONTRACTOR notifies the DEPARTMENT in writing at least 180 days prior to expiration of its intent to renew.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement between the Department of Business and Professional Regulation, Division of Hotels and Restaurants and Miami-Dade County on the respective dates under each signature: Miami-Dade County through its Board of County Commissioners, signing by and through its Mayor or designee, authorized to execute same by Board action, and the STATE OF FLORIDA, signing by and through its Director, Department of-Business and Professional Regulation, Division of Hotels and Restaurants, and Secretary of the Department of Business and Professional Regulation authorized to execute same.

STATE OF FLORIDA

STEVEN VON BODUNGEN, DIRECTOR
Department of Business and Professional Regulation
Division of Hotels and Restaurants
2601 Blair Stone Road
Tallahassee, Florida 32399-1011

Date: _____

Approved: _____

HALSEY BESHEARS, SECRETARY
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, Florida 32399-0750

Date: _____

Approved: _____

Approved as to Form and substance

Attorney Name, General Counsel

CONTRACTOR NAME _____

ATTEST:

(Name)
Clerk of the _____

By: _____
Miami-Dade County, through its Board of
County Commissioners

_____ day of _____, 2020

A

Approved as to Form and substance

ATTORNEY NAME, County Attorney

ATTACHMENTS

I. DBPR Forms

- "A" – DBPR Elevator Inspection Report (Form HR 5023-003)
- "B" – DBPR Monthly Activity Report
- "C" – DBPR Construction Supervisor Affidavit signatory form for Certificate of Operation
(see Supervisor of Construction attestation on Attachment A)
- "D" – DBPR Elevator Owner Accident Report (Form HR 7016)

II. Miami-Dade County APPROVED DBPR EQUIVALENT Forms (provided by the CONTRACTOR)

- "A" – Miami-Dade County Elevator Inspection Report
- "B" – Miami-Dade County Monthly Activity Report
- "C" – Miami-Dade County Construction Supervisor Affidavit
(similar to attestation on DBPR Attachment A)
- "D" – Miami-Dade County Elevator Owner Accident Report

III. reserved

IV. Department Information Technology Resources and Data Access Security

FOR VIOLATION CODES, PLEASE GO TO: www.myfloridalicense.com/dbpr/hr/elevators.html

Signature	CEI #	CEI #
Print Name	Phone Number	

VIOLATION 1	VIOLATION 2	VIOLATION 3	VIOLATION 4	VIOLATION 5	VIOLATION 6	VIOLATION 7	VIOLATION 8	VIOLATION 9
M I S S I O N O 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	M I S S I O N O 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	M I S S I O N O 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	M I S S I O N O 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	M I S S I O N O 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	M I S S I O N O 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	M I S S I O N O 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	M I S S I O N O 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9	M I S S I O N O 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9

If violations are cited, this report constitutes an Order to Correct as outlined in s. 399.06(14), Florida Statutes. Violations must be corrected within **90** days in accordance with s. 399.105(4), Florida Statutes.

☐ Pass
☐ Fail

Signature _____ Title _____

Print Name _____ Phone Number _____

PLEASE DO NOT WRITE BELOW THIS LINE

**NOTICE TO CERTIFIED
ELEVATOR INSPECTOR**

Completed inspection. The elevator was submitted to the Bureau of Elevator Safety within five (5) working days of inspection.

Attachment-1A

☐ Routine inspection
☐ Periodic tests as prescribed by ASME A17.1
☐ Acceptance inspection of new or altered installation as recommended by the ASME A17.2 Inspectors Manual
☐ Violations cited on the previous inspection report have been corrected.
☐ Installation meets or exceeds minimum standards of Chapter 399, Florida Statutes, and Chapter 30 of the Florida Building Code adopted by Rule 9B-3.047, Florida Administrative Code.

Signature _____ CEI # _____

This device

- ☐ Complies With
- ☐ Does Not Comply With
- ☐ Is Exempt From

Section 399.15, Florida Statutes.
Regional emergency elevator
access/lift key requirements.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MONTHLY CONTRACTED ACTIVITY REPORT

TO: Bureau of Elevator Safety - Compliance Section

FROM: _____ Reedy Creek Improvement District
_____ City of Miami
_____ City of Miami Beach
X _____ Miami-Dade
_____ Broward County

SUBJECT: ELEVATOR INSPECTION FOR THE MONTH OF _____ to _____

- 1 ROUTINE/PERIODIC INSPECTIONS PERFORMED
- 2 PERIODIC TESTS PERFORMED Cat. 1,3,5
- 3 INITIAL INSPECTIONS PERFORMED (FINAL)
- 4 CALLBACK INSPECTIONS PERFORMED
- 5 ALTERATION INSPECTIONS PERFORMED (FINAL)
- 6 CONSTRUCTION INSPECTIONS PERFORMED
- 7 COMPLAINT INSPECTIONS PERFORMED
- 8 ACCIDENT INSPECTIONS PERFORMED
- 9 ELEVATORS SEALED FROM PUBLIC USE
- 10 NEW ELEVATOR/ESCALATOR PERMITS ISSUED
- 11 ALTERATION PERMITS ISSUED
- 12 TEMPORARY OPERATION PERMITS ISSUED
- 13 NUMBER OF ACCIDENTS REPORTED
- 14 NUMBER OF COMPLAINTS REPORTED
- 15 NUMBER OF ELEVATORS/ESCALATORS

TOTAL INSPECTIONS (1 THROUGH 8) _____

_____, CEI # _____
REPRESENTATIVE OF CONTRACTED AGENCY DATE

Attachment-IB

**DBPR HR-7016 – Division of Hotels and Restaurants, Bureau of Elevator Safety
Elevator Owners Accident Report**

Florida law requires certificate of operation holders to submit the following form to the division in the event of an elevator accident. Failure to file this report within five working days of the accident could result in a fine of up to \$1,000.

SECTION 1 – EQUIPMENT LOCATION							
License Number	☐ Elevator ☐ Escalator	☐ Moving Walkway ☐ Wheelchair Lift	Accident Date (mm/dd/yyyy)				
Owner Name	Business Name		Time of Accident Hour		Minute	AM	PM
Building Address			City				
County	State	Zip Code	Phone Number				
SECTION 2 - SERVICE MAINTENANCE							
Is the elevator or escalator under a service maintenance contract? ☐ Yes ☐ No ☐ Unknown							
Name of Elevator Maintenance Company							
Was the elevator service maintenance company notified? ☐ Yes ☐ No If yes, indicate date (MM/DD/YYYY)			Most recent required test performed? ☐ 6 months ☐ 1 year ☐ 3 years ☐ 5 years			Test Date (mm/dd/yyyy)	
SECTION 3 – ACCIDENT DETAILS							
Brief Narrative: (attach additional sheets as necessary)							
PLEASE CHECK ALL THAT APPLY							
Medical Attention Req'd ☐ Y ☐ N	☐ Fall	☐ Bruises	☐ Entrapment	☐ Hand	☐ Fingers	☐ Hair	☐ Other
	☐ Trip	☐ Cuts	☐ Arm	☐ Leg	☐ Knee	☐ Foot	☐ Toes ☐ Torso
Other Factors: ☐ Carryon Items/Packages ☐ Stroller ☐ Safety Issues ☐ Mechanical ☐ Other							
Clothing/Footwear Involved: ☐ Sleeves ☐ Purse ☐ Shoes ☐ Dress/skirt ☐ Pants ☐ Coat ☐ Other							
Equipment Involved: ☐ Door Open ☐ Step–Stair Tread ☐ Floor Leveling ☐ Esc. Side Wall ☐ Esc. Railing							
Witnessed Activities: ☐ Unsafe Rider Behavior ☐ Equipment Malfunction ☐ Other							
Post Event Inspection Req'd ☐ Y ☐ N			Performed by:			Date	
(Optional) Unit Cleared for Continued Use: ☐ Y ☐ N			Cleared By:			CEI # Date	
SECTION 4 – REPORTING SIGNATURE							
Report Submitted by (print name)		Date		Title		Current Certificate ? ☐ Y ☐ N ☐ NA	
Signature				Phone Number		Contracted Jurisdiction	

Disclaimer: This report will assist the division in identifying ways to improve rider safety and will not be used to assign blame or liability. Florida law requires the elevator's certificate of operation holder to submit the report to the Bureau of Elevator Safety within 5 days of the accident. You may fill in the online form or Portable Document Format (PDF) version of this report, save it to your hard drive and e-mail it to: thr.elevators@myfloridalicense.com, or you may mail the report to:

Department of Business and Professional Regulation,
Division of Hotels and Restaurants, Bureau of Elevator Safety,
2601 Blair Stone Road
Tallahassee, FL 32399-1013
Phone: 850.487.1395

Attachment-ID





Internal Services Department

Utilities & Utilities Management Division
Office of Elevator Safety
201 West Flager Street
Miami, Florida 33130-1510
T 305-375-1577 F 305-372-6367

Elevator Inspection Report

MDC Elevator Inspection Report - 75336

Inspection Date Start: 1/31/2020

Inspection Date End : 1/31/2020

Permit Number : R03718

CEI Inspector	Serial Number	Type of Inspection	Time In-Out
0758-DE LA VEGA, ROBERTO	66124	S10 - Annual Test Witnessing (With Inspection)	08:00 AM-09:00 AM OT Hours:

MANAGEMENT ACCOUNT	ADDRESS ELEVATOR LOCATION	EQUIPMENT DESCRIPTION
THE GARDENS OF KENDALL CONDOMINIUM NO 2 ASSN., INC. 5805 BLUE LAGOON DR, SUITE 310 MIAMI, FL 33126 Folio:3050070470001	THE GARDENS OF KENDALL #2 10525 112 AVE MIAMI, FL 33176	Type:HYDRAULIC Manuf:MIAMI ELEVATOR Landings:3 Capacity:1500

SUPERVISOR OF CONSTRUCTION

I certify that as the elevator company supervisor, I directly supervised the construction or installation of this elevator. (Note: An affidavit may not be included)

Supervisor Name: CEI#: CET#: Phone Number#:

CERTIFIED ELEVATOR INSPECTOR

I certify that I have personally performed or witnessed, and have determined:

Routine Inspection	FAIL
Periodic tests as prescribed by ASME A17.1	PASS
Acceptance inspection of new or altered installation as recommended by the ASME A17.2 inspectors Manual	N/A
Violations cited on the previous inspection report have been corrected	N/A
Elevator system/Plant meets or exceeds minimum standards of Chapter 399, Florida Statutes, and Chapter 30 of the Florida Building Code adopted by Rule 9B-3.047, Florida Administrative Code.	N/A
Section 399.15, Florida statutes: Regional emergency elevator access/fire key requirements.	Is Exempt From

Signature

CEI# Name: 0758-DE LA VEGA, ROBERTO

Phone Number#: 7862539996

Record Number: 699

Attachment-IIA



Internal Services Department

ilities & Utilities Management Division
Office of Elevator Safety
201 West Flager Street
Miami, Florida 33130-1510
T 305-375-1577 F 305-372-6367

Elevator Inspection Report

MDC Elevator Inspection Report - 75336

Inspection Date Start: 1/31/2020

Inspection Date End : 1/31/2020

Permit Number : R03718

INSPECTIONS RESULTS

Inspection Type: ANNUAL

Periodic Tests: PASS

No. Load	Full Load	Relief
200	RECORD	PASS
	0250	0320

Flexible Hose & Fitting	Hydraulic Cylinder Leak	Terminal Speed Reducer	Low Oil	RPR Protection	Pressure Switch
PASS	PASS		PASS	PASS	

Comm. Device	Alarm Bell	Car Emerg. Light	Door Re-Open Device	Firefight Serv	FAID	StandBy Power	Term Stop Device	Door Closing Force	Door Kinetic Energy	E/E PES Devices	Ascending Car/Unintended
PASS	PASS	PASS	PASS	PASS			PASS	PASS	PASS		

PERSON RECEIVING THIS REPORT

If violations are cited, this report constitutes an Order to Correct as outlined in s. 399.061(4), Florida Statutes. Violations must be corrected within 90 days in accordance with s. 399.105(4), Florida Statutes.

☒ I acknowledge that the inspector of record, signed above, certifies that a true copy of this report was delivered to the owner representative named below, by the following means:

E-Mail ☒ U.S.Mail ☐ Delivered Personally ☐

Name: Jorge Garcia

Title: Manager

E-Mail:
prestigelevator@bellsouth.net

Phone Number: 305-889-1241

VIOLATIONS and/or any COMMENTS are include on a separate page

Attachment-IIA



Internal Services Department

Utilities & Utilities Management Division
Office of Elevator Safety
201 West Flager Street
Miami, Florida 33130-1510
T 305-375-1577 F 305-372-6367

Elevator Inspection Report

MDC Elevator Inspection Report - 75336

Inspection Date Start: 1/31/2020

Inspection Date End : 1/31/2020

Permit Number : R03718

VIOLATIONS

No.	Code	Description	Date Cited
1	H115c	Handicapped requirements	1/31/2020

COMMENTS

No.	Comment
1	Elevator cab handrail missing

Attachment-IIA



Internal Services Department

Utilities & Utilities Management Division
Office of Elevator Safety
201 West Flager Street
Miami, Florida 33130-1510
T 305-375-1577 F 305-372-6367

Elevator Inspection Report

MDC Elevator Inspection Report - 75353

Inspection Date Start: 1/31/2020

Inspection Date End : 1/31/2020

Permit Number : I041317-04

CEI Inspector	Serial Number	Type of Inspection	Time In-Out
0650-STORY, THOMAS PAUL	77950	S10 - Annual Test Witnessing (With Inspection)	12:11 PM-01:11 PM OT Hours:

MANAGEMENT ACCOUNT	ADDRESS ELEVATOR LOCATION	EQUIPMENT DESCRIPTION
AVENTURA MALL VENTURE / AVENTURA MALL 19501 BISCAYNE BLVD, SUITE 400 AVENTURA, FL 33180 Folio:2822030380071	AVENTURA MALL 19501 BISCAYNE BLVD AVENTURA, FL 33180	Type:ESCALATOR Manuf:Kone Inc. Landings:0 Capacity:0

SUPERVISOR OF CONSTRUCTION

I certify that as the elevator company supervisor, I directly supervised the construction or installation of this elevator. (Note: An affidavit may not be included)

Supervisor Name: CEI#: CET#: Phone Number#:

CERTIFIED ELEVATOR INSPECTOR

I certify that I have personally performed or witnessed, and have determined:

Routine Inspection	PASS
Periodic tests as prescribed by ASME A17.1	PASS
Acceptance inspection of new or altered installation as recommended by the ASME A17.2 inspectors Manual	N/A
Violations cited on the previous inspection report have been corrected	N/A
Elevator system/Plant meets or exceeds minimum standards of Chapter 399, Florida Statutes, and Chapter 30 of the Florida Building Code adopted by Rule 9B-3.047, Florida Administrative Code.	N/A
Section 399.15, Florida statutes: Regional emergency elevator access/fire key requirements.	Is Exempt From

Signature

CEI# Name: 0650-STORY, THOMAS PAUL
Phone Number#: 3058711009
Record Number: 427

Attachment-IIA



Internal Services Department

Utilities & Utilities Management Division
Office of Elevator Safety
201 West Flager Street
Miami, Florida 33130-1510
T 305-375-1577 F 305-372-6367

Elevator Inspection Report

MDC Elevator Inspection Report - 75353

Inspection Date Start: 1/31/2020

Inspection Date End : 1/31/2020

Permit Number : I041317-04

INSPECTIONS RESULTS

Inspection Type: **ANNUAL**

Periodic Tests: **PASS**

Brake Torque 1	Brake Torque 2	Skirt Index	Comb Impact Vertical Upper	Comb Impact Vertical Lower	Comb Impact Horizontal Upper Left	Comb Impact Horizontal Upper Right	Comb Impact Horizontal Lower Left	Comb Impact Horizontal Lower Right
PASS		PASS	PASS	PASS	PASS	PASS	PASS	PASS
200		00129	0130	0120	0340	0350	0320	0340

PERSON RECEIVING THIS REPORT

If violations are cited, this report constitutes an Order to Correct as outlined in s. 399.061(4), Florida Statutes. Violations must be corrected within 90 days in accordance with s. 399.105(4), Florida Statutes.

☐ I acknowledge that the inspector of record, signed above, certifies that a true copy of this report was delivered to the owner representative named below, by the following means:

E-Mail ☐ U.S. Mail ☐ Delivered Personally ☒

Name: Elisabeth Rathmann

Title:

E-Mail:
mdcreports@aeielevator.com

Phone Number: 3058711009

No VIOLATIONS found on the report.

Attachment-IIA

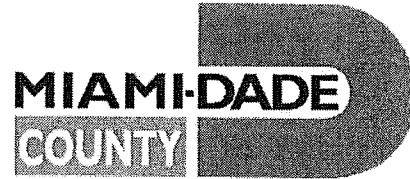


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MONTHLY CONTRACTED ACTIVITY REPORT

TO: Bureau of Elevator Safety - Compliance Section

FROM: _____ Reedy Creek Improvement District
_____ City of Miami
_____ City of Miami Beach
X _____ Miami-Dade
_____ Broward County



SUBJECT: ELEVATOR INSPECTION FOR THE MONTH OF Dec-19

1	ROUTINE INSPECTIONS PERFORMED	115
2	PERIODIC INSPECTIONS PERFORMED	524
3	INITIAL INSPECTIONS PERFORMED (FINAL)	14
4	CALLBACK INSPECTIONS PERFORMED	209
5	ALTERATION INSPECTIONS PERFORMED (FINAL)	39
6	CONSTRUCTION INSPECTIONS PERFORMED	58
7	COMPLAINT INSPECTIONS PERFORMED	1
8	ACCIDENT INSPECTIONS PERFORMED	4
9	ELEVATORS SEALED FROM PUBLIC USE	2
10	NEW ELEVATOR/ESCALATOR PERMITS ISSUED	12
11	ALTERATION PERMITS ISSUED	25
12	TEMPORARY OPERATION PERMITS ISSUED	47
13	NUMBER OF ACCIDENTS REPORTED	1
14	NUMBER OF COMPLAINTS REPORTED	2
15	NUMBER OF ELEVATORS/ESCALATORS	11,714
TOTAL INSPECTIONS (1 THROUGH 8)		964

Nicolas Ortiz 
REPRESENTATIVE OF CONTRACTED AGENCY

1/6/2020
DATE

Attachment-IIB



MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
FACILITIES and UTILITIES MANAGEMENT DIVISION
OFFICE of ELEVATOR SAFETY
201 West Flagler Street
Miami, Florida 33130-1510
Ph: 305.375.1577
Fax: 305.372.6367
www.miamidade.gov

For Office Use Only
Serial #
 Date Approved

AFFIDAVIT OF ELEVATOR CODE COMPLIANCE

I, _____, acting as agent of the below named registered elevator company,
do hereby attest that the plans for elevator installation and/or modification to be located at:

meet or exceed the minimum standards of Chapter 399, Florida Statutes, and Chapter 30 of the Florida Building Code
adopted by Rule 9B-3.047, Florida Administrative Code, or variance granted thereto.

Registered Elevator Company _____
Signature of Agent _____
Printed Name _____
Date _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, who is personally known to me or who has produced
_____ as
identification and who has taken an oath.

Notary Public, State of Florida

Printed Name
Commission Number:
My Commission Expires:



Delivering Excellence Every Day

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
FACILITIES and UTILITIES MANAGEMENT DIVISION
OFFICE of ELEVATOR SAFETY
 201 West Flagler Street
 Miami, FL 33130-1510
 Ph: 305.375.1577
 Fax: 305.372.6367
www.miamidade.gov

399.126 Reporting of elevator accidents; penalties.—Within 5 working days after any accident occurring in or upon any elevator, the certificate of operation holder shall report the accident to the division on a form prescribed by the division. Failure to timely file this report is a violation of this chapter and will subject the certificate of operation holder to an administrative fine, to be imposed by the division, in an amount not to exceed \$1,000. Within Miami-Dade County, accidents are to be reported to Miami-Dade County on this form.

SECTION 1 – EQUIPMENT LOCATION									
Serial Number	☐ Elevator	☐ Moving Walkway	Accident Date (mm/dd/yyyy)						
	☐ Escalator	☐ Wheelchair Lift	Time of Accident Hour		Minute		☐ AM ☐ PM		
Owner Name			Business Name						
Building Address						City			
County			State		Zip Code		Phone Number		
SECTION 2 - SERVICE MAINTENANCE									
Is the elevator or escalator under a service maintenance contract? ☐ Yes ☐ No ☐ Unknown									
Name of Elevator Maintenance Company									
Was the elevator service maintenance company notified?				Most recent required test performed?			Test Date		
☐ Yes ☐ No				☐ 6 months ☐ 1 year ☐ 3 years ☐ 5 years			(mm/dd/yyyy)		
If yes, indicate date (MM/DD/YYYY)									
SECTION 3 – ACCIDENT DETAILS									
Brief Narrative: (attach additional sheets as necessary)									
PLEASE CHECK ALL THAT APPLY									
Medical Attention	☐ Fall	☐ Bruises	☐ Entrapment	☐ Hand	☐ Fingers	☐ Hair	☐ Other		
Req'd ☐ Y ☐ N	☐ Trip	☐ Cuts	☐ Arm	☐ Leg	☐ Knee	☐ Foot	☐ Toes	☐ Torso	
Other Factors: ☐ Carryon Items/Packages ☐ Stroller ☐ Safety Issues ☐ Mechanical ☐ Other									
Clothing/Footwear Involved: ☐ Sleeves ☐ Purse ☐ Shoes ☐ Dress/skirt ☐ Pants ☐ Coat ☐ Other									
Equipment Involved: ☐ Door Open ☐ Step–Stair Tread ☐ Floor Leveling ☐ Esc. Side Wall ☐ Esc. Railing									
Witnessed Activities: ☐ Unsafe Rider Behavior ☐ Equipment Malfunction ☐ Other									
Post Event Inspection Req'd ☐ Y ☐ N				Performed by:			Date		
(Optional) Unit Cleared for Continued Use: ☐ Y ☐ N				Cleared By:			CEI #		Date
SECTION 4 – REPORTING SIGNATURE									
Report Submitted by (print name)			Date			Title			Current Certificate ? ☐ Y ☐ N ☐ NA
Signature			Phone Number			Contracted Jurisdiction			

Disclaimer: This report is not intended to ascertain fault or to establish liability. The statutorily required completion enables the County to capture data for trending and analysis to improve rider safety. The report must be returned to the Office of Elevator Safety within 5 days of the accident to:

Miami-Dade County
 ISD/Facilities and Utilities Management Div, Office of Elevator Safety,
 201 West Flagler Street
 24 Hr. Accident Tel. # 305-375-1555 Miami, FL 33130-1510 FAX: 305-372-6367

ATTACHMENT IV

DEPARTMENT INFORMATION TECHNOLOGY RESOURCES AND DATA ACCESS SECURITY

The Contractor shall comply with Rule 74-2, Florida Administrative Code (F.A.C.), and comply with the following data security requirements in the event the Contractor has access to any Department data systems or software:

- a. Data Security Officer: The Contractor shall designate an appropriately skilled individual to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's Division of Technology and shall maintain an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes submitting required access request documents for Department approval, and tracking all contractor employees that have access to any Departmental data system or information. The Data Security Officer shall ensure that user access to the data system or information is timely removed for all separated Contractor employees. The Contractor agrees to notify the Department's assigned contract manager in writing within twenty-four (24) hours of employee resignations or layoffs, and immediately for involuntary terminations for staff that have access to the Department's information systems. As applicable, the Contractor shall execute a network connection agreement that shall ensure compliance with Department security policies prior to connection to the Department's internal network as required by Rule 74-2, F.A.C.
- b. Security Policies and Attestation: All Contractor employees who have access to Departmental information technology systems and/or Department data shall be required to read and comply with all appropriate Department information technology security policies and shall sign and submit to the Department's assigned contract manager an attestation that they have read, understood and agree to comply with each policy. Upon execution of this contract, the Department's assigned contract manager shall provide a copy of all appropriate Department information technology security policies to the Contractor.
- c. Technology Access: The Department reserves the right, at its sole discretion, to grant permissions for access to Department network, systems, and data. Any staff employed by an entity under contract to the Department must be granted specific permission by the Department for access to the Department's network, systems, and data. The Department reserves the right to unilaterally suspend access for security reasons. Contractor employees shall be granted access to Department information technology resources based on the principles of "least privilege" and "need to know." The Department's assigned contract manager, in conjunction with the Department's Division of Technology, shall conduct quarterly access reviews of the Contractor's employees to ensure that access for separated employees was timely reported and removed.
- d. Employee Background Screening: Background screening is required for all Contractor employees hired as Information Technology workers with access to information processing facilities, or who have system, database, developer, network, or other administrative capabilities for systems, applications, or servers with risk categorization of moderate or high. The Contractor agrees to conduct Level 2 background screening for such employees as described in s. 435.05, F.S., and Rule 74-2, F.A.C., at the Contractor's expense. For other Contractor employees who request access to Department data or

information technology systems but do not fall into the above category, the Contractor agrees to conduct a Level 1 background screening as described in s. 110.1127 and s. 435.05, F.S., at the Contractor's expense. For each Contractor employee, the Contractor shall sign and submit to the Department's assigned contract manager an attestation, provided by the Department, that verifies the appropriate Level 1 or Level 2 background screening was completed and reviewed by the Contractor; that the screening has not revealed disqualifying information pursuant to ss. 435.03 (2) and (3), F.S. (for Level 1) or ss. 435.04 (2) and (3), F.S. (for Level 2), or computer-related crimes pursuant to Chapter 815, F.S.; and that the Contractor assumes responsibility for the employee's use of the Department's data and information resources.

- e. Employee Security Training: The Contractor shall provide information security awareness training to employees with access to Department information technology resources and data in accordance with Rule 74-2, F.A.C. Initial training shall be provided within 30 days of contract execution or employment start date, and annually thereafter. Employees with access to records that are exempt or confidential and exempt from public records disclosure requirements shall be given specialized training regarding access and use of this information. All information security awareness training materials used by the Contractor shall be submitted to the Department's assigned contract manager upon request. The Contractor shall maintain records of individuals who have completed initial and annual security awareness training and shall make these records available to the Department upon request.
- f. Data Protection: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall comply with the Department's information technology security policies, and employ adequate security measures to protect agency information, applications, data, resources, and services. These measures include protecting technology resources through physical controls such as building security and strategic placement of computer monitors. If Department data will reside on the Contractor's system, the Department may conduct, or request the Contractor conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system on which Department data resides. No Department data or information shall be stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law or expressly agreed to by the Department.
- g. Data Encryption: The Contractor shall make every effort to protect and avoid unauthorized release of any sensitive, exempt or confidential information by ensuring both data and storage devices are encrypted. If encryption of these devices is not possible, then the Contractor shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices. Remote data access shall be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the Department.
- h. Sensitive, Exempt and Confidential Information: Vendors, contractors, and providers employed by the Department or acting on behalf of the Department shall protect sensitive, exempt and confidential information from unauthorized access and use as required by the Department's information technology security policies. Such information includes, but is not limited to, personal information as described in ss. 501.171(g), F.S. Access to sensitive, exempt and confidential data shall be granted to the Contractor and subcontractors by the Department on a need to know basis. Except as required by law or

legal process and after notice to the Department, the Contractor shall not divulge to third parties any sensitive, exempt or confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contractual services.

- i. Investigation of Breaches: The Department shall have the right to investigate any error attributable to the Contractor relating to access or dissemination of exempt or confidential and exempt records, as well as any instance of lost or missing data. The Department may take appropriate legal action as a result of such investigation.
- j. Security Breach Notification: The Contractor agrees to notify the Department's assigned contract manager as soon as possible, but no later than 3 business days following the determination of any breach or potential breach of personal information and/or confidential departmental data. The Contractor shall provide notice to affected parties of a security breach in accordance with s. 501.171, F.S.
- k. Equipment Sanitization: The Contractor shall enforce a procedure for sanitizing surplus or transferred equipment to protect any sensitive or confidential Department data that may reside on that equipment. At a minimum, the Contractor shall ensure that sanitization is completed according to acceptable methods described in Rule 74-2, F.A.C., and provide documentation to the Department's Division of Technology, evidencing completion of the equipment sanitization.
- l. Contract Termination: Upon contract termination or expiration, the Contractor will:
 - i. Copies: Submit to the Department's assigned contract manager copies of all finished or unfinished documents, data studies, correspondence, reports and other products prepared by or for the Contractor under this contract; submit copies of all Department data to the Department in a format to be designated by the Department in accordance with s. 119.0701, F.S.; shred or erase parts of any retained duplicates containing personal information (as defined by s. 501.171, F.S.); all copies containing personal information must be made unreadable;
 - ii. Originals: Retain its original records such as data required by this contract and maintain (in confidence to the extent required by law) the Contractor's original records in un-redacted form, until the records retention schedule expires according to State of Florida General Records Schedule GS1-SL, and to reasonably protect such documents and data during any pending legal hold, investigation or audit;
 - iii. Both copies and originals: Upon expiration of all retention schedules and legal holds, audits or investigations, with notice to the Department, destroy all Department data from the Contractor's systems, including but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.
- m. Subcontractors: The Contractor shall require that any entities subcontracting with the Contractor who are granted access to Department data or information technology systems comply with the data security requirements stated above.