



North Bay Village

1666 Kennedy Causeway, North Bay Village, FL 33141
Tel: (305) 756-7171 | Fax: (305) 756-7722 | www.nbvillage.com

**OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
VILLAGE HALL
TUESDAY, FEBRUARY 12, 2019
6:30 P.M.**

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

2.

A. PROCLAMATIONS AND AWARDS

• Recognitions for Community Service

- a. Alvin and Jane Blake
- b. Flor Milagros Schulz
- c. Sondra Shumaker
- d. Diana Reed
- e. Lorena Gutierrez
- f. Arely Hernandez
- g. Nora Solis

- Presentation to Village from Florida Inland Navigation District of grant funds.

B. CITIZEN PRESENTATIONS TO THE COMMISSION

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. VILLAGE COMMISSION'S REPORT

5. GRANT WRITER'S REPORT

6. **ADVISORY BOARD REPORTS**

- A. **ARTS, CULTURAL & SPECIAL EVENTS BOARD**
• NONE

- B. **ANIMAL CONTROL ADVISORY BOARD**
• NONE

- C. **BUSINESS DEVELOPMENT ADVISORY BOARD**
• Board Chair Timothy Dennis

- D. **CITIZENS BUDGET & OVERSIGHT BOARD**
• Board Chair Jack Rattner

- E. **COMMUNITY ENHANCEMENT BOARD**
• NONE

- F. **PLANNING & ZONING BOARD**
• Board Chair Bud Farrey

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORT**

A. **PROJECT PROGRESS REPORT**

9. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMMEMORATING BLACK HISTORY MONTH 2019 AND HONORING THE EXTRAORDINARY CONTRIBUTIONS OF AFRICAN-AMERICANS TO OUR NATION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)**

The proposed Resolution will commemorate Black History Month 2019 and honor the extraordinary contributions of African-Americans to our Nation.

- **Commission Action**

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR NORTH BAY VILLAGE TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VICE-MAYOR MARVIN WILMOTH)**

The proposed Resolution will authorize the Village to join the American Flood Coalition to promote the welfare of Village residents and ensure the prosperity by accelerating solutions to sea level rise and flooding.

- **Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE FLORIDA INCLUSIVE WORKFORCE ACT (SB 438), BI-PARTISAN LEGISLATION THAT PROMOTES FAIRNESS AND MODERNIZES STATE LAW BY BANNING ANTI-GAY AND GENDER BASED DISCRIMINATION; DIRECTING CITY ADMINISTRATION TO TRANSMIT A COPY OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR MARVIN WILMOTH AND COMMISSIONER JULIANNA STROUT)**

The proposed Resolution is urging Florida Legislature to support the Florida Inclusive Workforce Act (SB 438), bi-partisan legislation that promotes fairness and modernizes State law by banning anti-gay and gender based discrimination.

- **Commission Action**

10. ORDINANCES FOR FIRST READING: Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when public comment is open. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

None

11. RESOLUTION(S)

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH FDOT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will authorized Village administration to accept a grant from Florida Department of Transportation for the purpose of implementing the SMART NE Corridor Feeder Route which will provide first/last mile connectivity to transit along Biscayne Blvd.

- **Commission Action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$1,000 FOR THE AFTER CARE BASKETBALL PROGRAM AT TREASURE ISLAND ELEMENTARY; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MAYOR BRENT LATHAM)**

The proposed Resolution will authorized Village administration to allocate already budgeted funds for the after-care basketball program at Treasure Island Elementary.

- **Commission Action**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-01) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER METER REPLACEMENT PROGRAM AT A LUMP SUM OF \$72,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will authorize Kimley-Horn & Associates, Inc. to continue providing construction phase services for the Water Meter Replacement Program.

- **Commission Action**

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-02) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM AT A LUMP SUM OF \$54,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will authorize Kimley-Horn & Associates, Inc. to continue providing construction phase services for the Water Main Rehabilitation Program.

- **Commission Action**

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN AGREEMENT WITH THE PINZUR COMMUNICATIONS TO PROVIDE PUBLIC RELATIONS/STRATEGIC COMMUNICATION SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

The proposed Resolution will approve an agreement for professional public relations services to develop the Village's social media to enhance communication with Village residents.

- **Commission Action**

QUASI-JUDICIAL ZONING HEARINGS/JENNINGS DISCLOSURES (INCLUDING ORDINANCES FOR SECOND HEARING):

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12. ORDINANCES FOR FIRST READING/PUBLIC HEARING(S)

None

13. RESOLUTION (S)/PUBLIC HEARING(S)

None

14. UNFINISHED BUSINESS (JANUARY 8, 2019)

A. ANIMAL CONTROL ADVISORY BOARD APPOINTMENTS

15. NEW BUSINESS

A. SUSTAINABILITY AND RESILIENCY TASK FORCE APPOINTMENTS

B. APPOINTMENT OF CITIZENS BUDGET & OVERSIGHT BOARD TO FILL VACANCY

C. DISCUSSION ON DOG PARK LOCATIONS (INTRODUCED BY MAYOR BRENT LATHAM & VICE MAYOR MARVIN WILMOTH)

D. DISCUSSION ON AUDITOR KEEFE MCCULLOUGH & CO LLP (INTRODUCED BY INTERIM MANAGER LEWIS VELKEN)

E. DISCUSSION ON KENNEDY CAUSEWAY BEAUTIFICATION (INTRODUCED BY COMMISSIONER JULIANNA STROUT)

F. DISCUSSION ON BEST BUDDIES WALK ON MARCH 16, 2019 (INTRODUCED BY COMMISSIONER JULIANNA STROUT)

16. APPROVAL OF MINUTES – COMMISSION MEETING

A. REGULAR COMMISSION MEETING – OCTOBER 9, 2018

B. SPECIAL COMMISSION MEETING – NOVEMBER 19, 2018

C. 1 ON 1 WITH MARVIN – DECEMBER 3, 2018

- Commission Action

17. ADJOURNMENT

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris-Moreau, MSW, GPC
Date Submitted: February 4, 2019
Reporting Period: January 1 – January 31, 2019

Grants Submitted this Reporting Period:

1. Miami-Dade Neat Streets – Tree Planting Grant

- a. **Date Submitted:** January 31, 2018
- b. **Amount Requested:** \$5,000
- c. **Match Requirement:** \$1:\$1 (in-kind)
- d. **Summary of RFP:** Miami Dade Neat Streets has matching funds available for tree planting. The Village identified 13 locations in need of tree canopy; North Treasure Avenue median, East Drive bulb outs, and Vogel Park.

2. Florida Department of Health – Opioid Antidote

- a. **Date Submitted:** January 31, 2018
- b. **Amount Requested:** N/A
- c. **Match Requirement:** None
- d. **Summary of RFP:** Requested by Chief Collins – The Florida Department of Health has a grant to provide doses of Naloxone to first responders to treat potential opioid overdoses. The Village requested 20 doses of Naloxone nasal spray.

3. Realtor’s Association – Placemaking Grant

- a. **Date Submitted:** January 31, 2019
- b. **Amount Requested:** \$5,000
- c. **Match Requirement:** Amount above \$5,000
- d. **Summary of RFP:** The Placemaking Grant funds the creation of new public spaces or the revitalization of existing public spaces. The Village requested funding to establish a dog park at 1335 Kennedy Causeway. It is estimated that construction of a dog park is between \$10K to \$20K. The Village will be responsible for any expenses above the amount awarded through the grant.



Grants “Under Construction”

The following grants are currently open and being considered by the Village.

1. Florida Inland Navigation District

- a. **Date Due:** March 29, 2019
- b. **Amount Available:** up to \$2 Million (based on FIND website history of grants)
- c. **Match Requirement:** \$1:\$1
1. **Summary of RFP:** Funding is available for waterway related projects on natural, navigable waterways within Florida. Eligible waterway related projects include navigation channel dredging, channel markers, navigation signs or buoys, boat ramps, docking facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization. *The Village is interested in applying for funding to support construction of the first 1,000 Linear Feet of the Baywalk/Boardwalk project (Baywalk Phase I).*

Grant Updates

During this reporting period, BellTower assisted the Village in completing the following administrative tasks.

BellTower assisted the Village with completing State legislative request documents to both the House and Senate. The following projects were submitted;

1. North Bay Village Sidewalk and ADA Improvements - \$229,950
2. North Bay Village Baywalk Phase I - \$575,000
3. North Bay Village Stormwater Pump Station - \$430,800
4. North Bay Village Wastewater Pump Station - \$589,100
5. North Bay Village Treasure Island Park - \$289,000



North Bay Village Projects Progress Report February 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
February 12, 2019 Commission Meeting Update					
Water Main Rehabilitation Project Contractor: ROHL Networks, LP Project Cost: \$3,840,372.40 Amount Billed To-date: \$2,586,093.00 Completion Date: 2/06/19	State Revolving Fund Loan	The project includes rehabilitation and replacement of the Village's water distribution system including water service lines, valves, and fire hydrants. Installation of the new water main system on Treasure Island is substantially complete. Activation of the new system on Treasure Island is scheduled for January 2019. Installation and activation of a new water main system on East Drive on Harbor Island is scheduled for early February 2019. Project completion will include site restoration throughout all impacted areas.		✓	
Water Meter Replacement Project Contractor: Metro Express, Inc. Project Cost: \$3,215,410.00 Amount Billed To-date: \$1,079,113.22 Completion Date: March 2019	State Revolving Fund Loan	The project includes replacement of all existing water meters throughout the Village with new "Smart Technology" water meters as well as the installation of a Mobile Based Advanced Metering Infrastructure (AMI) system to read meters in an automated and cost-effective manner. Installation and activation of the new water meters is complete on North Bay Island and West Drive on Harbor Island. Installation of the remaining water meters is substantially complete throughout the Village with activation of those remaining meters scheduled for early March 2019. Once fully operational, the program includes a customer portal for website access to their accounts. Project completion will include site restoration throughout all impacted areas.		✓	
Sanitary Sewer Rehabilitation Project Contractor: Insituform Technologies, LLC Project Cost: \$2,375,375.00 Amount Billed To-date: \$2,175,616.58 Completion Date: Update pending	State Revolving Fund Loan	The project includes rehabilitation of the Village's wastewater collection system including main sanitary sewer lines, sanitary manholes, and sanitary lateral connections. Evaluation and rehabilitation of the Village's system is substantially complete and inflow and infiltration (INI) into the system has been dramatically reduced. The Contractor is scheduled to perform additional lateral grouting phase in February 2019. Additional system evaluation and alternative testing methods are being developed to identify any remaining INI for full compliance with Miami-Dade County criteria. If additional rehabilitation is identified, the contract completion date will be adjusted accordingly.		✓	
Stormwater Outfall Rehabilitation Project Contractor: Ric-Man, Inc.	FDEP & SFWMD*	The project includes rehabilitation of the Village's stormwater outfall pipes and the installation of check valves on those outfalls to minimize backflow from Biscayne Bay onto Village roadways during	✓ (Phase 1)	✓	




North Bay Village Projects Progress Report February 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
Project Cost: \$821,400.00 Amount Billed To-date: \$383,716.00 Completion Date: May 2019 <i>*Florida DEP \$225K (Legislative Appropriation) Florida DEP \$150K + NBV Match \$1:\$1 South Florida Water Management District (SFWMD) \$150K + NBV Match \$1:\$1</i>		high tide conditions. Phase 1 of the project that included rehabilitation of all active outfall pipes is substantially complete. Additional work including the rehabilitation of a 54" outfall pipe on West Drive on Harbor Island and stormwater catch basin modifications on Treasure Island have been added to the project. The catch basin modifications will improve stormwater quality prior to discharging into the bay. Completion of the remaining work is scheduled for May 2019. Project completion will include site restoration throughout all impacted areas.			
Wastewater Pump Station Improvements Consultant: Kimley-Horn & Associates, Inc. Professional Services Fee: \$228,900.00 Amount Billed To-date: \$11,660.00 Design Completion: July 2019	State Revolving Fund Loan	The project includes design, permitting, bid documents, construction plans, and bidding assistance to improve the Village's four wastewater pump stations (Village Hall Pump Station, South Treasure Drive Pump Station, Hispanola Avenue Pump Station, and the Main Wastewater Pump Station). The existing stations require repair and/or replacement based on operational deficiencies and equipment failures. The scope of work includes evaluating the Village's existing wastewater pumping and control systems for improved performance and efficiency, evaluating the current wastewater system flow patterns, analyzing pump station capacities, reviewing pump station operation for connection to the Village's existing force main system, and replacing the existing pump station building on Galleon Street with a new submersible pump station for improved site development opportunities. The project is currently in the wastewater capacity analysis and preliminary design phase.		✓	
Water and Wastewater GIS Updates Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$22,300 Amount Billed To-date: \$3,150.00 Project Completion: Wastewater System submittal January 2019; Water System submittal June 2019	North Bay Village	As a utility owner in Miami-Dade County, North Bay Village is required to submit Water and Sewer Atlas and As-built information in a geodatabase/GIS file format to the Miami-Dade County Regulatory and Economic Resources Department, Division of Environmental Resources Management ("DERM") annually. The electronic GIS update must be formatted in compliance with DERM criteria and requirements. This project includes developing the water system, wastewater collection system, and forcemain GIS data for submittal to DERM. The Wastewater system GIS information was submitted to DERM on January 2, 2019. The Water system GIS information is		✓	



North Bay Village Projects Progress Report February 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
		pending based on completion of the rehabilitation project discussed above.			
Harbor Island Traffic Study Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$15,000.00 Amount Billed To-date: \$7,500.00 Report Completion: March 2019	North Bay Village	This project includes a traffic study associated with the intersection of SR 934/NE 79th Street Causeway and Larry Paskow Way. The Village desires to determine if a portion of the property immediately adjacent to that intersection is needed to improve operation of that intersection by constructing turn lane improvements, extending existing turn lanes, or construction of additional roadway connections from Larry Paskow Way to SR934/NE 79th Street Causeway. The scope of work includes a traffic operations analysis to assist in determining if improvements should be pursued and what type of improvements would be appropriate. Submittal of a draft report to the Village is scheduled for January 2019.		✓	
Sakura Building Demo. & Site Clean-up Project Cost: \$81,700.00 Contractor: Chin Diesel Amount Billed To-date: \$1,100.00 <i>(Fence Change Order)</i> Final Completion Date: TBD	North Bay Village	Demolition in progress. 90% complete. Remaining floors and deep foundation concrete are being excavated and loaded out. On-site police officers assisting with MOT and site security as needed; very effective method. Aiming for early February completion, electrical room restoration and trim work around edges in progress. 		✓	
Bike Lane Coloring Consultant: CAP Government, Inc. Professional Services Fee: \$4,000 <i>(plans set and memo preparation only)</i> Project Cost: TBD Project Commencement Date: TBD Final Completion Date: TBD	TBD Possible FDOT LAP Project	North Bay Village submitted a request to FDOT to have portions of the bike lanes in the most high risk areas (mainly intersections and turn lanes), colored blue for additional bike safety on Tuesday, January 15, 2019. CAP Government prepared plans set and request memo for submittal to FDOT. Plans and memo are pending review and approval from FDOT.		✓	
Baywalk Plaza Area Design (South Side Only) Consultant: Kimley-Horn & Associates, Inc. Project Cost: \$1,096,789.20 \$911,079 -Base Bid + \$185,710.25	FIND Grant	The project consists of construction of a Baywalk Plaza at the southeast corner of JFK Causeway and East Treasure Drive. The Baywalk plaza project contains retaining walls, walks, landscaping, irrigation, pylon (monument) sign and site lighting. The following items have been completed to date:	✓ (Phase I)	✓	



Agenda Item 8A

North Bay Village Projects Progress Report February 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<p><i>(includes \$185,710.25 for Owner Contingency and Permit Allowance)</i> Change Orders #1 through #9: \$185,710.25</p> <p>Amount Billed to Date: \$769,062.42 Final Completion Date: 02/28/2019</p> <p><i>Construction must be completed by September 2019 as per FIND grant requirements</i></p>		<ul style="list-style-type: none"> ➤ Clearing and Grubbing (100% complete) ➤ Retaining Walls (100% complete) ➤ Drainage (90% complete) ➤ Grading and Fill (100% complete) ➤ Electrical and Lighting (90% complete) ➤ East Treasure Drive electrical and water connections (100% complete) ➤ Concrete Rip Rap Installation (100% complete) ➤ Concrete Walk (10% complete) ➤ Irrigation (10%) <p>The following items have not been completed to date:</p> <ul style="list-style-type: none"> ➤ Landscaping ➤ Monument Sign Installation ➤ Gate Installation ➤ Jack and bore across JFK Causeway (electrical connection to future Baywalk Plaza North Side Project) ➤ Painting of Grand View Palace parking garage wall (north side) <p>Project completion is scheduled for end of February 2019.</p>			
<p>New Village Hall (Fire/Police Station) Projected Project Cost: \$17,000,000 to \$35,000,000 Project Start Date: Design started in 2016</p>	<p>\$3,000,000 Miami Dade County \$7,900,000 Voter Approved General Obligation Debt Additional</p>	<p>The building will be a replacement for the Police/Fire/Village Hall Building. The old building was torn down in 2013. The Village engaged Wolfberg Alvarez & Partners Architecture Firm to start space study and preliminary design. Currently the MDC Fire Department is reviewing their space allocation.</p>		✓	
<p>New Village Website Projected Project Cost: \$10,000 Project Start Date: July 2019</p>	<p>General Fund Unassigned Fund Balance</p>	<p>There was a desire to make a new web site that will be more user-friendly and provide more timely information to the Village residents. The Village should appoint a committee to redesign the current web site.</p>			✓
<p>Dog Park Projected Project Cost: Estimated \$10,000 - \$20,000 Project Start Date: 90 days from Commission approval.</p>	<p>Impact fees or Capital Bond Proceeds</p>	<p>The Village Commission is reviewing location for a dog park. The Village reached out to The City of Homestead that has dog parks in their Mayor Roscoe Warren Park for information on specifications, costs and vendor information.</p>			✓



Agenda Item 8A

North Bay Village Projects Progress Report February 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
Climate Change/Sea Level Rise Projected Project Cost: TBD Project Start Date: TBD	TBD	The Village will have to identify the major projects that will be required to be included in Climate Change/Sea Level Rise Programs.			✓
FPL Residential Street Lighting Projected Project Cost: The cost of this program is off set with the energy savings with the new fixtures Project Start Date: July 2019	FP&L has a program that the energy reduction will pay the cost of the new fixtures	Florida Power and Light (FP&L) will install new energy saving street light fixtures and FP&L will pay the upfront costs. The reduced energy cost (savings) will pay FP&L for the cost of the new fixtures. The Community Enhancement Board will need to review and make recommendations on the type of fixtures for each island. Once the Village Commission formally selects the styles of fixtures FP&L will then move forward on the project.			✓
Grants Update					
Project Title North Bay Village Drainage Improvement Project Project Cost: TBD Amount Billed To-date: \$0 Final Completion Date: 9/30/2019	Florida DEP (TMDL) Contract #NS020	Repair/Replacement of catch basins and drainage improvements (Grant Award = \$150,000 will be billed upon completion of the project). During the retrofit of the outfalls, the Village identified three opportunities to install catch basins that will provide water quality treatment prior to stormwater entering Biscayne Bay. Kimley Horn is coordinating with the General Contractor to implement the new catch basins. The new costs will be covered by this grant up to \$150,000.		✓	
Project Title: North Bay Village Storm Water Phase II Improvements Project Cost: \$821,400 Amount Billed To-date: \$0 Final Completion Date: 5/30/2019	Florida DEP (Legislative Appropriation)	Installation of Flex Valves at Village Outfalls starting in Treasure Island and assist with the installation of the catch basins. (Grant Award = \$225,000 will be billed upon completion of the above mentioned TMDL grant).		✓	
Project Title: North Bay Village Outfall Improvement Project Project Cost: \$821,400 Amount Billed To-date: \$120,000 Final Completion Date: 9/30/2018	South Florida Water Mgmt. District	Installation of Flex Valves at Village Outfalls starting in Treasure Island. A total of 20 outfalls were cleaned, lined, and outfitted with flex valves. (Original grant award was \$150,000 for 25 outfalls; however, the Village was only able to retrofit 20 outfalls because some outfalls were collapsed or not accessible. The Village's final reimbursement from SFWMD is \$120,000 or \$6,000 per valve installed).	✓		



Agenda Item 8A

North Bay Village Projects Progress Report February 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
Project Title: North Bay Village Baywalk Plaza South – Phase IIA Project Cost: \$1,031,429 Amount Billed To-date: \$200,000 Final Completion Date: 9/30/2018	Florida Inland Navigation District	Construction of Baywalk Plaza (South Side). Contract #DA-NBV-15-194 was closed out October 2018. The Village will receive a reimbursement of \$200,000. Project elements included; site clearing, foundation, sea wall, and portions of drainage. The actual cost of this project increased significantly due to additional site work and engineering that was required during the clearing phase of the project.		✓	
Project Title: North Bay Village Baywalk Plaza South – Phase IIIA Project Cost: \$1,031,429 Amount Billed To-date: N/A Final Completion Date: 9/30/2020	Florida Inland Navigation District	Completion of construction at Baywalk Plaza (South Side). The Village was awarded \$180,000 in September 2018 to assist with additional costs found during Phase IIA. Project elements include; drainage, lighting, decorative walkways, signage, and landscaping. Contract is pending execution.			✓
Project Title: North Bay Village Baywalk/Boardwalk Design Project Cost: \$200,000 Amount Billed To-date: \$0 Final Completion Date: 9/30/2019	Florida Inland Navigation District	Design and Permitting of Baywalk/Boardwalk. The Village was awarded \$100,000. This project is currently at a standstill due to challenges with riparian rights. The Village must complete the design and permitting prior by 9/30/2019. The Village will be eligible for reimbursement upon permitting of the project and execution of a construction contract. The Village will have one year (9/30/2020) to execute the construction contract.		✓	
Project Title: North Bay Village Baywalk Plaza Construction (North) Project Cost: TBD Amount Billed To-date: N/A Future Completion Date: 9/30/2023	Florida Department of Transportation (FDOT)	Construction of the Baywalk Plaza Area (North). The Village was awarded \$1 Million to begin construction in FY2020. The Village recently completed Local Agency Program (LAP) Certification which qualifies the Village to enter into an agreement with FDOT. The next step is to execute a contract between the Village and FDOT. The project is currently designed. The Village will need to bid out this project in accordance with Federal procurement guidelines.			✓
Project Title: North Bay Island Stormwater Pump Station Project Cost: Estimated \$3.2 Million Amount Billed To-date: N/A Future Completion Date: TBD	Florida Legislative Appropriation	The North Bay Island Pump Station failed due to an injection well collapse and cannot be repaired any further. This means that stormwater from the Village enters the environmentally sensitive Biscayne Bay without being treated to reduce pollutants. Kimley Horn and Associates has conducted a preliminary stormwater study and proposes to install new pump stations and associated drainage improvements in the area.			✓



North Bay Village Projects Progress Report February 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<p>Project Title: North Bay Village Wastewater Pump Station Improvements Project Cost: Estimated \$1.2 Million Amount Billed To-date: N/A Future Completion Date: TBD</p>	Florida Legislative Appropriation	<p>The current Main pump station will be demolished and replaced with a new submersible pump and the Hispanola pump station will be rehabilitated and connected to the Village's force main system for improved efficiency and reduced maintenance. The project includes control panel improves at all four of the Village's wastewater pump stations. The existing pump stations have experienced repetitive operational issues and failures based on age and condition. Converting the current Main wastewater facility from an above ground building to a below grade, more compact, submersible station will reduce health and safety risks to operators and reduce odor pollution affecting the surrounding community. The estimated cost of this project is \$1.2 Million [Legislative Request = \$589,100 (49%), Village Match = \$610,900 (51%)]. This project assists in protecting Florida's natural resources by improving system performance and reliability.</p>			✓
<p>Project Title: Harbor Island Sidewalk Continuity & ADA Improvements Project Cost: Estimated \$300,000 Amount Billed To-date: N/A Future Completion Date: TBD</p>	Florida Legislative Appropriation	<p>The Sidewalk Continuity & ADA Improvement Project is aligned with the State's goal to create communities that are walkable and bikeable. By offering a safe route for residents and visitors to walk or bike for short trips (less than a half a mile as defined by the ITE Trip Generation Manual), the Village will decrease the number of cars on State Road 934 (NE 79th St) and increase community safety. During a walkability audit of the Harbor Island community, the Village noted gaps in sidewalk connectivity and barriers to accessibility for people with disabilities. This project includes; installation of sidewalks to eliminate gaps, elimination of trip hazards, installation of ADA compliance crosswalks and ramps, and improved pedestrian signage.</p>			✓



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 3, 2019

TO: Graciela Mariot
Interim Village Clerk

FROM: Brent Latham
Mayor

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMMEMORATING BLACK HISTORY MONTH 2019 AND HONORING THE EXTRAORDINARY CONTRIBUTIONS OF AFRICAN-AMERICANS TO OUR NATION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

BL:gm

Agenda Item 9A

RESOLUTION NO.: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMMEMORATING BLACK HISTORY MONTH 2019 AND HONORING THE EXTRAORDINARY CONTRIBUTIONS OF AFRICAN-AMERICANS TO OUR NATION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)

WHEREAS, the first Africans were brought involuntarily to the shores of the Americas;

and

WHEREAS, African-Americans have provided much labor, intellect, creativity, strength and leadership that has made the United States of America a great place to live and a leader in the attainment of freedom and justice in the modern world; and

WHEREAS, the extraordinary role of African-Americans in the Nation as a whole has often been overlooked by both well-meaning individuals and those blinded by a legacy of racism left in the wake of our Nation's history of slavery and bondage; and

WHEREAS, despite the many obstacles placed in the way of generations of African-Americans, they have proven their ability to keep the dream of freedom and racial justice alive by constantly striving to overcome those who would limit their educational and economic opportunities by restricting their choices and limiting their options through the use of Jim Crow laws, poll taxes and other restrictions; and

WHEREAS, the sacrifices and successes of those many generations of African-Americans led to the establishment of churches known for their religious leadership, the founding of historically black colleges and universities responsible for educating millions throughout the Nation, entrepreneurs who have created thousands of jobs, and flourishing of rich cultural and artistic heritage that has contributed greatly to our Nation and beyond; and

WHEREAS, efforts to restrict the rights of African-Americans have continued to this day and the struggle against racism remains a crucial battle throughout our Nation; and

WHEREAS, the intellect, creativity and leadership of African-Americans throughout history remains a largely untold story and it is important for all residents of our Village to become familiar with it; and

WHEREAS, in 1926, Dr. Carter G. Woodson began officially commemorating African-American history during an annual week of remembrance during the second week of February to

Agenda Item 9A

36 coincide with the birthdays of Abraham Lincoln and Frederick Douglas and inspired the creation
37 of Negro History Week, the precursor to Black History Month; and

38 **WHEREAS**, Black History Month celebrations raise awareness and have proven to be
39 valuable tools in drawing attention to contributions made by African-Americans to the United
40 States; and

41 **WHEREAS**, it is important for the Village Commission, as the legislative body that
42 represents all residents of the Village to commemorate the valuable contributions of African-
43 Americans to the Village and the Nation.

44 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY**
45 **VILLAGE, FLORIDA**, hereby commemorates February 2019 as Black History Month and pauses
46 in its deliberations to honor the sacrifices and contributions made by African-Americans.

47 **BE, IT FURTHER, RESOLVED**, that the Commission of North Bay Village, Florida

48 (1) Recognizes the significance of Black History Month as an important time to
49 acknowledge and celebrate the contributions of African-Americans in the Nation's history and
50 encourages the continued celebration of this month to provide an opportunity for all peoples of
51 the United States to learn more about the past and to better understand the experiences that
52 have the Nation;

53 (2) Recognizes that ethnic and racial diversity of the United States enriches and
54 strengthens the Nation; and

55 (3) Encourages all States to include in their year-round educational curriculum the
56 history and contribution of African-American in the United States and around the world.

57 **Section 1.** **Recitals.** The above Recitals are true and correct and
58 incorporated herein by reference.

59 **Section 2.** **Severability.** If any section, subsection, sentence, clause or
60 provision of this Resolution is held invalid, the remainder of this
61 Resolution shall not be affected by such invalidity.

62 **Section 3.** **Effective Date.** This Resolution shall take effect immediately
63 upon adoption.

64 The foregoing Resolution was offered by _____, who moved for its
65 adoption. The motion was seconded by Commissioner _____, and upon being
66 put to vote as follows:

67

Agenda Item 9A

68 **FINAL VOTE AT ADOPTION:**

69 Mayor Brent Latham _____

70 Vice Mayor Marvin Wilmoth _____

71 Commissioner Jose Alvarez _____

72 Commissioner Andreana Jackson _____

73 Commissioner Julianna Strout _____

74

75

76 PASS AND ADOPTED this _____ day of February 2019.

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Brent Latham, Mayor

82

83 **ATTEST:**

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86

Graciela Mariot, Interim Village Clerk

88

89

90 **APPROVED AS TO FORM FOR THE USE OF**
91 **NORTH BAY VILLAGE:**

92

93 Law Office of Norman C. Powell

94

95

96 By: _____

97 Norman C. Powell, Village Attorney

98 (North Bay Village Resolution: Commemorating Black History Month 2019 and Honoring the Extraordinary Contributions of
99 African-Americans)



North Bay Village

Administrative Offices

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MEMORANDUM

North Bay Village

DATE: February 3, 2019

TO: Graciela Mariot
Interim Village Clerk

FROM: Marvin Wilmoth
Vice Mayor

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR NORTH BAY VILLAGE TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

MW:gm

Agenda Item 9B

RESOLUTION NO.: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR NORTH BAY VILLAGE TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VICE-MAYOR MARVIN WILMOTH)

WHEREAS, flooding during king tides is already a costly nuisance and a problem that if unaddressed will grow worse as sea levels continue to rise; and

WHEREAS, sea level rise has risen eight inches since 1950 and its speed has increased threefold in recent years, with scientific projections forecasting another 8 inches of sea level rise in the next 20 years; and

WHEREAS, sea level rise of just 4 inches in the last 10 years has increased flooding state-wide by 400%; and

WHEREAS, sea level rise poses a unique threat to all Florida given the limestone bedrock beneath much of the state which allows rising sea water to infiltrate sewage systems and threaten groundwater supplies via salt water intrusion; and

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that \$1 of spent on disaster prevention saves \$4 in recovery costs; and

WHEREAS, national coordination and support are necessary for coastal towns to fully address the challenge of sea level rise and flooding, and the American Flood Coalition provides a platform advocating for national solutions to sea level rise and flooding that invest in and protect our coastal communities; and

WHEREAS, the American Flood Coalition is a forum for best practices and support in developing local and state-level responses to sea level rise and flooding that will enhance the Village's sea level rise effort, and

WHEREAS, sea level rise and flooding are important issues that our residents deserve to understand and the American Flood Coalition provides opportunities and tools to communicate with residents on sea level rise challenges and solutions, and

WHEREAS, joining the American Flood Coalition will aid the Village's efforts to protect against flooding without requiring any financial support or dues from the Village Commission, and

Agenda Item 9B

35 **WHEREAS**, [reference existing flood prevention and sea level rise work done by the
36 Village; and

37 **WHEREAS**, the Village Commission finds that joining the American Flood Coalition will
38 promote the welfare of Village residents and ensure the prosperity of the Village economy by
39 accelerating solutions to sea level rise and flooding; and

40 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY**
41 **VILLAGE, FLORIDA, AS FOLLOWS:**

42 **Section 1.** **Recitals.** The above Recitals are true and correct and
43 incorporated herein by reference.

44 **Section 2.** North Bay Village recognizes the need to advance national solutions
45 to sea level rise and flooding and will work as a member of the
46 American Flood Coalition to safeguard the welfare of the Village's
47 residents.

48 **Section 3.** **Severability.** If any section, subsection, sentence,
49 clause or provision of this Resolution is held invalid, the
50 remainder of this Resolution shall not be affected by such
51 invalidity.

52 **Section 4.** **Effective Date.** This Resolution shall take effect
53 immediately upon adoption.

54 The foregoing Resolution was offered by _____, who moved for its
55 adoption. The motion was seconded by Commissioner _____, and upon being
56 put to vote as follows:

57

Agenda Item 9B

58 **FINAL VOTE AT ADOPTION:**

59
60 Mayor Brent Latham _____
61
62 Vice Mayor Marvin Wilmoth _____
63
64 Commissioner Jose Alvarez _____
65
66 Commissioner Andreana Jackson _____
67
68 Commissioner Juliana Strout _____
69

70 **PASS AND ADOPTED** this _____ day of February 2019.

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72
73
74 _____
75 Brent Latham, Mayor
76

77 **ATTEST:**

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79
80
81 _____
82 Graciela Mariot, Interim Village Clerk
83

84 **APPROVED AS TO FORM FOR THE USE OF**
85 **NORTH BAY VILLAGE:**

86
87 Law Office of Norman C. Powell
88
89
90
91 By: _____
92 Norman C. Powell, Village Attorney



North Bay Village

Administrative Offices

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MEMORANDUM

North Bay Village

DATE: February 3, 2019

TO: Graciela Mariot
Interim Village Clerk

FROM: Julianna Strout
Commissioner

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE FLORIDA INCLUSIVE WORKFORCE ACT (SB 438), BI-PARTISAN LEGISLATION THAT PROMOTES FAIRNESS AND MODERNIZES STATE LAW BY BANNING ANTI-GAY AND GENDER BASED DISCRIMINATION; DIRECTING VILLAGE ADMINISTRATION TO TRANSMIT A COPY OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

JS:gm

Agenda Item 9C

RESOLUTION NO.: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE FLORIDA INCLUSIVE WORKFORCE ACT (SB 438), BI-PARTISAN LEGISLATION THAT PROMOTES FAIRNESS AND MODERNIZES STATE LAW BY BANNING ANTI-GAY AND GENDER BASED DISCRIMINATION; DIRECTING VILLAGE ADMINISTRATION TO TRANSMIT A COPY OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR MARVIN WILMOTH AND COMMISSIONER JULIANNA STROUT)

WHEREAS, The Florida Inclusive Workforce Act (SB 438) is bi-partisan legislation that promotes fairness and modernizes state law by banning anti-gay and gender-based discrimination; and

WHEREAS, SB 438 proposes to amend s. 760.01, et. seq. F.S., (the Florida Civil Rights Act of 1992) to prohibit unlawful discrimination based on sexual orientation and gender identity in the area of employment; and

WHEREAS, the link between strong anti-discrimination laws and the ability to draw the best and the brightest is the reason that 84 percent of the nation's largest companies have adopted comprehensive anti-discrimination policies that include sexual orientation and gender identity; and

WHEREAS, passing this law will be one more tool to ensure that all people are treated fairly and equally; and

WHEREAS, the Village Commission believes the adoption of The Florida Inclusive Workforce Act (SB 438) would be in the best interests of the residents and businesses of North Bay Village and the State of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA THAT:

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

Section 2. The North Bay Village Commission urges all members of the Florida Legislature to support the adoption of The Florida Inclusive Workforce Act (SB 438).




North Bay Village

Administrative Offices
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Tel: (305) 756-7171 | Fax: (305) 756-7722 | www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: January 28, 2019

TO: Mayor Brent Latham
Vice-Mayor Marvin Wilmoth
Commissioner Jose Alvarez
Commissioner Andreana D. Jackson
Commissioner Julianna Strout

RECOMMENDED BY: Interim Village Manager Lewis Velken 

PRESENTED BY STAFF: Interim Village Manager Lewis Velken

SUBJECT: FDOT Grant Agreement

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution, authorizing the Interim Village Manager to execute the Public Transportation Grant Agreement in the amount of \$50,000.00.

BACKGROUND:

Funding Source: Florida Department of Transportation
Program Title: North Bay Village SMART NE Corridor Feeder Route
Grant Request: \$50,000.00
Match Required: \$50,000.00

The Miami-Dade Transportation Planning Organization (TPO) unanimously approved Resolution #14-18 endorsing the identification and implementation of demonstration projects that advance elements of the Strategic Miami Area Rapid Transit (SMART) Plan. In order to more effectively coordinate this effort, the TPO requested SMART Plan demonstration project proposals with a duration of up to no more than three years, with a commitment to continue the project if deemed successful by the project sponsor. SMART Plan demonstration project eligibility is categorized as follows: 1) new Routes with connectivity to the SMART Plan; 2) new Stations with connectivity to the SMART Plan; and 3) new Transit Facilities with connectivity to the SMART Plan, that advance elements of the SMART Plan and increases service to the traveling public.

Agenda Item 11A

On May 21, 2018, the Village submitted a project proposal to establish the SMART NE Corridor Feeder Route ("Project"). This new service provides first/last mile connectivity to transit along Biscayne Boulevard.

The Project expands the current operating hours of the Village's Trolley to encourage residents that commute to work the option of taking public transportation. The Trolley will connect residents directly to Miami Dade County NE SMART Feeder Route at Biscayne Boulevard. The feeder route links to the Brightline Station in Downtown Miami.

The Project cost will be matched by the Village's PTP funds in the amount not to exceed \$50,000.00 each year. This grant is renewable for up to three (3) years as described in the attached award letter and application (Attachment A).

FINANCIAL IMPACT:

\$50,000 (50% match of grant request)

BUDGETARY IMPACT:

\$50,000 (50% match of grant request)

PERSONNEL IMPACT:

None

Agenda Item 11A

Exhibit A - Page 1 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 09/18

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 444360-1-84-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 654	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55062020629 Vendor Number: F596000388001
Contract Number: G1302	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.012			
CSFA Title: Public Transit Service Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into this ____ day of _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of North Bay Village, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Operating Assistance up to 50% - City of North Bay Village Connector, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

- a. The estimated total cost of the Project is \$100,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$50,000 and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 Travel expenses are NOT eligible for reimbursement under this Agreement.
 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, **Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A"**, **Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

Agenda Item 11A

Exhibit A - Page 16 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/18

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of North Bay Village

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: D6 - Director of Transportation Development

Legal Review: _____

Agenda Item 11A

Exhibit A - Page 17 of 24

To: raymond.freeman@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1302

11/2/2018

CONTRACT INFORMATION

Contract:	G1302
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF NORTH BAY VILLAGE
Vendor ID:	F596000388001
Beginning Date of This Agreement:	11/01/2018
Ending Date of This Agreement:	12/31/2019
Contract Total/Budgetary Ceiling:	ct = \$50,000.00
Description:	North Bay Village - Connector

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/2/2018

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	\$50,000.00
Financial Project:	44436018401
Work Activity (FCT):	654
CFDA:	
Fiscal Year:	2019
Budget Entity:	55100100
Category/Category Year:	088774/19
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$50,000.00

Page1 of 1

Agenda Item 11A

Exhibit A - Page 18 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/18

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Operating Assistance up to 50% - City of North Bay Village Connector

B. Project Location (limits, city, county, map): City of North Bay Village/North Bay Village, FL/Miami-Dade
____ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): City of North Bay Village will provide the Connector Service Route.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements:

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

Agenda Item 11A

Exhibit A - Page 19 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 10/18

EXHIBIT B

**Schedule of Financial Assistance
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	Federal Fiscal Year	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444360-1-84-01	DPTO	088774	N/A	2019	751000	55.012	Public Transit Service Development Program	\$50,000
Total Financial Assistance								\$50,000

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$50,000	\$50,000	\$0	\$100,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
a.	\$0	\$0	\$0	\$0
b.	\$0	\$0	\$0	\$0
c.	\$0	\$0	\$0	\$0
d.	\$0	\$0	\$0	\$0
e.	\$0	\$0	\$0	\$0
f.	\$0	\$0	\$0	\$0
g.	\$0	\$0	\$0	\$0
h.	\$0	\$0	\$0	\$0
i.	\$0	\$0	\$0	\$0
j.	\$0	\$0	\$0	\$0
k.	\$0	\$0	\$0	\$0
l.	\$0	\$0	\$0	\$0
m.	\$0	\$0	\$0	\$0
n.	\$0	\$0	\$0	\$0
o.	\$0	\$0	\$0	\$0
p.	\$0	\$0	\$0	\$0
Totals	\$50,000	\$50,000	\$0	\$100,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase), but the revised budget must be updated and reflected in Florida Accountability Contract Tracking System (FACTS).

Agenda Item 11A

Exhibit A - Page 20 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/18

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Freeman

Department Grant Manager Name

Signature

Date

Agenda Item 11A

Exhibit A - Page 21 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/18

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/18

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 4. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 5. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 6. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/18

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

Agenda Item 11A

Exhibit A - Page 24 of 24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/18

EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$50,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141


Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 6, 2019

TO: Graciela Mariot
Interim Village Clerk

FROM: Lewis Velken 
Interim Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH FDOT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

LV:gm

Agenda Item 11A

RESOLUTION NO. _____

A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH FDOT: PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, the North Bay Village (the "Village") Commission desires to establish the SMART NE Corridor Feeder Route to transport residents directly to the Miami-Dade County SMART NE Corridor route at Biscayne Boulevard ("Project"); and

WHEREAS, the Village submitted a proposal for the Project to be included in the Miami-Dade Transportation Planning Organization's ("TPO") Strategic Miami Area Rapid Transit ("SMART") Plan Demonstration projects; and

WHEREAS, on June 21, 2018, the TPO adopted Resolution No. 29-18 which approved the advancement of the SMART Plan Demonstration projects including the Village's proposed project as it furthers the objectives and goals of the SMART Demonstration projects to improve transportation options by establishing new transit routes, new transit stations, and new transit facilities; and

WHEREAS, the Village's Project was also approved by the Florida Department of Transportation ("FDOT") for a grant in the amount of \$50,000.00, which may be extended for up to three years ("Grant"); and

WHEREAS, in order to receive the Grant for the Project, the Village is required to provide a dollar for dollar match each year and enter into a Public Transportation Grant Agreement ("Agreement"), which Agreement is attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission desires to accept the Grant, execute the Agreement, and authorize the Interim Village Manager to provide the matching funds from the Village's People's Transportation Plan ("PTP") Funding, and execute the Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

Section 2. **Grant Accepted.** The Village Commission hereby accepts the FDOT Grant as provided for in the Agreement attached hereto as Exhibit "A."

Agenda Item 11A

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Section 3.

Approval. The Village Commission approves the Agreement with FDOT relating to the Grant, in substantially the form attached hereto as Exhibit "A."

Section 4.

Authorization. The Interim Village Manager is authorized to execute the Agreement, and any subsequent annual renewals, in substantially the form attached hereto as Exhibit "A," on behalf of the Village, subject to the approval of the Village Attorney as to form, content and legal sufficiency. The Interim Village Manager is further authorized to expend PTP funds in an amount not to exceed \$50,000.00 to match the Grant funds, as required.

Section 5.

Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. The motion was seconded by Commissioner _____, and upon being put to vote as follows:

FINAL VOTE AT ADOPTION:

- Mayor Brent Latham _____
- Vice Mayor Marvin Wilmoth _____
- Commissioner Jose Alvarez _____
- Commissioner Andreana Jackson _____
- Commissioner Juliana Strout _____

PASS AND ADOPTED this _____ day of February 2019.

Brent Latham, Mayor

ATTEST:

Graciela Mariot, Interim Village Clerk

APPROVED AS TO FORM FOR THE USE OF NORTH BAY VILLAGE:

Law Office of Norman C. Powell

By: _____
Norman C. Powell, Village Attorney



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 6, 2019

TO: Graciela Mariot
Interim Village Clerk

FROM: Brent Latham,
Mayor

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$1,000 FOR THE AFTER CARE BASKETBALL PROGRAM AT TREASURE ISLAND ELEMENTARY; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

BL:gm

Agenda Item 11B

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$1,000 FOR THE AFTER CARE BASKETBALL PROGRAM AT TREASURE ISLAND ELEMENTARY; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY INTERIM VILLAGE MAYOR BRENT LATHAM)*

WHEREAS, North Bay Village (the "Village") entered into a ten (10) year agreement with Miami Dade County School Board for the use of Basketball Courts at Treasure Island Elementary School (T.I.E.S.) on June 16, 2016 under Resolution No. 2016-25.

WHEREAS, the Village seeks to provide after care basketball program for the students at T.I.E.S during the spring session of the 2018-19 School year; and

WHEREAS, the Village has received positive feedback about the after-care basketball program in previous years; and

WHEREAS, the Village has allocated funds for recreation services in the approved Budget for FY 2018-19; and

WHEREAS, the estimated cost the ten (10) week basketball program is \$1,000 to include fifty (50) students, two (2) coaches, and shirts.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. **Approval.** The expenditure of \$1,000 from the budgeted funds for recreation services is hereby approved.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the North Bay Village After-Care Basketball Program at Treasure Island Elementary including the expenditure of \$1,000.00.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____. The votes were as follows:

Agenda Item 11B

49 **FINAL VOTE AT ADOPTION:**

Mayor Brent Latham _____
 Vice Mayor Marvin Wilmoth _____
 Commissioner Jose R. Alvarez _____
 Commissioner Julianna Strout _____
 Commissioner Andreana Jackson _____

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PASSED AND ADOPTED this _____ day of February 2019.

 Brent Latham
 Mayor

ATTEST:

 Graciela Mariot
 Interim Village Clerk

APPROVED AS TO FORM FOR USE ONLY BY NORTH BAY VILLAGE:

 Norman C. Powell, Esq.
 Village Attorney

North Bay Village Resolution: Basketball Program at TIES FY18-19

Basketball Program North Bay Village

- 10 week Program (March 5th to May 14th, NO March 26th Spring Break)
- Tuesday Nights from 6:00pm - 8:00pm
- Program for 50 children
- Hire Two (2) Coaches (10 weeks, 2.5 hrs a week, \$14 an hour, total \$700) (PT employee, no benefits)
- TIES Basketball Court
- Snacks provided by parents
- Uniform shirts total cost \$300

COST BREAKDOWN

Coach (2)

10 weeks

2.5 hours weekly (5:45pm - 8:15pm)

25 hours Total

\$14 an hour

\$350 per coach X 2

\$700 TOTAL COST - COACH (2)

Shirts

50 Shirts \$5 each

\$50 Print setup fee

\$300 TOTAL COST - SHIRTS

TOTAL PROGRAM COST \$1000.00



Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Dorothy Bendross-Mindingall, Vice Chair
Susie V. Castillo
Dr. Lawrence S. Feldman
Dr. Wilbert "Tee" Holloway
Dr. Martin Karp
Lubby Navarro
Raquel A. Regalado
Dr. Marta Pérez Wurtz

CERTIFIED MAIL
7015 0640 0004 7681 5354

July 1, 2016

Rodney Carrero-Santana, P.E.
Public Works Director
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Re: **JOINT USE AGREEMENT WITH NORTH BAY VILLAGE, FOR USE OF THE BASKETBALL COURT AT TREASURE ISLAND ELEMENTARY SCHOOL, LOCATED AT 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA 33141**

Dear Mr. Carrero-Santana:

Enclosed is one (1) original of the subject Joint Use Agreement executed by the School Board.

If you have any questions, please do not hesitate to contact me at 305-995-7486. It was a pleasure working with you on this matter.

Sincerely,

Ivis Barba
Coordinator II

IB:scj
L001
Enclosures

cc: Ms. Ana Rijo-Conde
Mr. Michael A. Levine

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT ("**Agreement**"), made and entered into this 16 day of JUNE, 2016 between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and North Bay Village, a political subdivision of the State of Florida ("**VILLAGE**"). The BOARD and VILLAGE are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and VILLAGE are mutually interested in providing and facilitating recreational programs, activities and facilities for the use and benefit of both the students of Treasure Island Elementary School (the "**School**"), located at 7540 East Treasure Drive, and the residents of the VILLAGE; and

WHEREAS, within the School property, the Board owns and has under its jurisdiction Basketball Courts (hereinafter referred to as the "**Courts**"); and

WHEREAS, the Parties are desirous of entering into this Agreement to allow joint use of the Courts, as described herein below; and

WHEREAS, joint use of the Courts will augment available recreational facilities for the use and benefit of the citizens of North Bay Village; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of May 11, 2016, School Board Agenda item F-3, Board Action # 118,212, approved entering into this Agreement; and

WHEREAS, North Bay Village, by the adoption of Resolution No. 2016-25, at its meeting of April 12, 2014, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and VILLAGE agree as

Agenda Item 11B

follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

PREMISES TO BE JOINTLY USED

Effective with the Commencement Date of this Agreement (as defined in Article III below), the Parties agree to jointly use the Courts, together with all improvements currently located or to be constructed thereon, as more particularly described in **Exhibit "A"**, attached hereto and made a part hereof (the "**DEMISED AREA**").

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "**Effective Date**"). The term of this Agreement shall be for a period of ten (10) years, commencing on the Effective Date of the Agreement (the "**Commencement Date**").

IV.

CONSIDERATION

The VILLAGE shall pay to the BOARD as consideration for use and occupancy of the DEMISED AREA throughout the term of this Agreement, and any renewal thereof, the sum of one dollar (\$1.00) per year in advance, beginning on the Commencement Date, and on the anniversary date of the Commencement Date each year thereafter.

V.

USE OF DEMISED AREA

Effective with the Commencement Date, the BOARD shall have full control, custody, right and use of the DEMISED AREA during regular school hours on regular school days, during any School run After-Care Program and during summer school (the "**BOARD'S Period of Use**"), as established annually through the BOARD'S approved Elementary School Calendar ("**School Calendar**"), or by the School. The VILLAGE shall have full control, custody, right and use of the DEMISED AREA at all other times throughout the term of this Agreement ("**VILLAGE Period of Use**"). However, should either Party require use of the DEMISED AREA for a special event or

Agenda Item 11B

function or any other reason during the other Party's Period of Use, such Party shall request said use through the other Party's designated representative, with a minimum of seventy-two (72) hours advance notice. Approval of said requests shall not be unreasonably withheld, provided such use does not conflict with the other Party's operations or previous obligations.

The use of the DEMISED AREA by the VILLAGE for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited, and the sale or consumption of alcoholic beverages is expressly prohibited. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, Village, State, or Federal government upon the DEMISED AREA.

The Parties agree that they shall secure and lock all perimeter gates at the completion of their respective Period of Use, and shall provide proper security and supervision of the DEMISED AREA during their respective Period of Use.

The VILLAGE, in addition to its own utilization of the DEMISED AREA, shall have the option of contracting with not-for-profit parties ("**Qualified Third Parties**") to use the DEMISED AREA to provide VILLAGE-sponsored recreational services and programs to the general public during the VILLAGE'S Period of Use. In that event, the VILLAGE shall be responsible during such use for all maintenance, clean-up, risk management and supervision of the DEMISED AREA and other terms and conditions set forth in this Agreement, the same as if the VILLAGE itself were utilizing the DEMISED AREA. Further, the VILLAGE shall require such entities or groups to provide liability insurance, naming both the VILLAGE and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD and VILLAGE for use of the DEMISED AREA. The VILLAGE shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD prior to such entity's use of the DEMISED AREA.

The Parties agree that the DEMISED AREA shall be closed from time to time to complete maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be as mutually agreed to by the BOARD and VILLAGE, or their respective designees, with the Parties to work cooperatively in this regard.

VI.

IMPROVEMENTS TO THE DEMISED AREA

As a condition of this Agreement, the BOARD shall make certain recreational site improvements to the DEMISED AREA, including, substantially, the resurfacing of the basketball

Agenda Item 11B

court and installation of new basketball poles/backboards, at the BOARD'S sole cost and expense.

As a condition of this Agreement, the BOARD shall make certain recreational site improvements to the DEMISED AREA, including, substantially, the installation of basketball court lighting, and installation of fencing ("**VILLAGE Improvements**"), and the VILLAGE shall reimburse the BOARD for the VILLAGE Improvements (inclusive of architectural and engineering fees, testing, surveys, and any other miscellaneous fees or services, if any) in an amount not-to-exceed Thirty Thousand Dollars (\$30,000). The Parties acknowledge and agree that the VILLAGE Improvements shall consist of, and be limited to, the following items:

- New 10 foot fencing enclosing the Basketball court;
- Two (2) 4 foot gates; and
- Repair existing basketball court lighting.

The VILLAGE shall reimburse the BOARD for the VILLAGE Improvements within thirty (30) days of receipt of an invoice, along with documentation verifying the actual cost of constructing the VILLAGE Improvements.

The VILLAGE agrees that, subsequent to installation of the VILLAGE Improvements by the BOARD, any future construction, major repairs, alterations or improvements made by the VILLAGE within the DEMISED AREA (collectively referred to herein as the "**Work**") may not be undertaken unless the plans are first submitted to and approved by the BOARD, or designee. As/if required, pursuant to a determination by the BOARD'S Building Official, plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including, without limitation, the BOARD'S design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the VILLAGE shall provide evidence of same to the BOARD prior to commencement of any Work. The VILLAGE'S contractors must be pre-qualified by the BOARD before commencing the Work or any construction activities on the DEMISED AREA. Unless otherwise agreed to by the Parties, the BOARD'S Building department shall be the entity responsible for reviewing and approving all

Agenda Item 11B

construction documents, issuing permits for construction and providing final acceptance of the Work taking place on the DEMISED AREA. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the BOARD'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Regulations for Educational Facilities, and the BOARD criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the VILLAGE upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided. All Work shall be limited to those areas designated in the plans.

The VILLAGE shall cause any contractors doing Work within the DEMISED AREA to indemnify, defend and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims. In addition, the VILLAGE shall require its contractors to provide proof of insurance coverage in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami-Dade County, Florida, its members, officers and employees", as additional insured on the Commercial General Liability Insurance.

The VILLAGE covenants and agrees that it shall indemnify, hold harmless and defend the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for Work initiated by the VILLAGE within the DEMISED AREA.

All improvements or facilities installed, operated and maintained by the VILLAGE within the DEMISED AREA pursuant to this Agreement shall become the property of the BOARD, without compensation due to the VILLAGE, at such time as the BOARD accepts installation of same as being final and in compliance with all appropriate regulations.

VII.

MAINTENANCE

Subsequent to the expiration or termination of Warranty coverage, if any, covering the VILLAGE Improvements, the VILLAGE, at the VILLAGE'S expense, shall be responsible for all maintenance, repair and upkeep of the VILLAGE Improvements, as is necessary to keep the same in a good, safe, clean and code compliant condition at all times, including payment of all electrical

Agenda Item 11B

service. The VILLAGE is to provide its maintenance services during the VILLAGE'S Period of Use. However, to the extent necessary, and subject to the provisions of the Jessica Lunsford Act, the VILLAGE may access the DEMISED AREA during the BOARD'S Period of Use to provide certain maintenance that could not otherwise be provided during the VILLAGE'S Period of Use. Such access by the VILLAGE shall be scheduled with the School Administrator in advance.

The BOARD, at the BOARD'S expense, shall be responsible for all maintenance, repair and upkeep of all other recreational facilities located within the DEMISED AREA, as is necessary to keep the same in a good, safe, clean and code compliant condition at all times.

The Parties agree to collect and dispose of garbage and litter within the DEMISED AREA generated during their respective Period of Use. Each Party shall be responsible for making any required repairs to the DEMISED AREA, at its sole cost, where the other Party can clearly substantiate that such improvements were damaged as a result of the actions or negligence of the other Party.

VIII.

INSURANCE

The VILLAGE shall, on or before the Commencement Date, provide the BOARD with confirmation of the VILLAGE'S self-insurance program or, in the alternative, proof of insurance in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami-Dade County, Florida, its employees and agents", as additional insured on the Commercial General Liability Insurance.

IX.

UTILITIES AND OTHER SERVICES

In conformance with Article VI of this Agreement, the VILLAGE shall install separate electrical service and/or meters in its name to service the basketball court lighting, and shall pay for such service at its sole cost and expense. The BOARD shall be responsible for all other utility costs serving the DEMISED AREA, if any.

X.

INDEMNIFICATION AND HOLD HARMLESS

The VILLAGE does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the VILLAGE arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the VILLAGE. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the VILLAGE, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights

of subrogation under any policy or policies they may carry on property placed or moved on the DEMISED AREA.

XII.

LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by the VILLAGE or any persons on or about the DEMISED AREA during the VILLAGE'S Period of Use, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, or failure of the BOARD to perform its covenants under this Agreement. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

Subject to the limitations included within Section 768.28, Florida Statutes, the VILLAGE shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the DEMISED AREA during the BOARD'S Period of Use, other than damage or injury resulting from the negligent performance or failure of performance on the part of the VILLAGE, its agents, representatives or employees, or failure of the VILLAGE to perform its covenants under this Agreement. The VILLAGE shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

XIII.

ASSIGNMENT AND SUBLETTING

Other than as provided for in Article V, neither Party shall, at any time during the term of this Agreement, sublet in part or whole the DEMISED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the DEMISED AREA, or permit the DEMISED AREA to be occupied by other persons, firms, corporations, or governmental units, without the other Party's prior written consent, which may be withheld at each Party's sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

OPTION TO RENEW

If not in default in performance of the obligations set forth in this Agreement, either Party shall have the right to extend this Agreement, under the same terms and conditions set forth herein, for two (2) additional terms of five (5) years each from the expiration of the original term or any renewal thereof, with the mutual agreement of the other Party, and provided such Party gives written notice to the other Party at least sixty (60) days prior to the expiration of the then current term. Approval of such renewal requests shall not be unreasonably withheld.

XV.

CANCELLATION

In addition to the provisions of Articles XVI and XXVIII, the BOARD and VILLAGE shall have the right to cancel this Agreement without cause or penalty, by giving the other Party written notice at least one hundred eighty (180) days prior to the effective date of said cancellation.

XVI.

DEFAULT

The BOARD shall notify the VILLAGE in writing regarding VILLAGE'S failure to perform or to comply with the terms and condition of this Agreement. If the VILLAGE fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the VILLAGE's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the VILLAGE.

The VILLAGE shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the VILLAGE with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the VILLAGE shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

XVII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the DEMISED AREA, without hindrance or interference by the other Party.

XVIII.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to the VILLAGE, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the DEMISED AREA during the VILLAGE'S Period of Use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the DEMISED AREA, provided such activities do not unreasonably interfere with the VILLAGE'S use of the DEMISED AREA.

XIX.

TAXES AND REGULATORY COMPLIANCE

The VILLAGE shall be responsible for payment of any taxes, fees or other assessments, including but not limited to sales tax, which may be imposed on the DEMISED AREA as a result of the use and occupancy of the DEMISED AREA by the VILLAGE.

In the event that upgrades, modifications or changes to improvements located within the DEMISED AREA are required to meet or comply with new or revised codes, laws or governmental requirements or regulations applicable to the improvements as a result of the VILLAGE'S use and occupancy of the DEMISED AREA, the VILLAGE shall be responsible, at the VILLAGE'S expense, for any such upgrade, modification or change. In the event that upgrades, modifications or changes to improvements located within the DEMISED AREA are required to meet or comply with new or revised codes, laws or governmental requirements or regulations applicable to the improvements as a result of the BOARD'S use and occupancy of the DEMISED AREA, the BOARD shall be responsible, at the BOARD'S expense, for any such upgrade, modification or change.

XX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the VILLAGE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the DEMISED AREA to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. In addition, upon the expiration, cancellation or termination of this Agreement, the VILLAGE agrees, at the BOARD'S sole option, to remove any improvements or facilities constructed by the VILLAGE on the DEMISED AREA and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement. In the event the BOARD elects to retain said improvements constructed by the VILLAGE, the VILLAGE agrees to convey title to the improvements to the BOARD, without compensation due to the VILLAGE. The VILLAGE shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the DEMISED AREA. Any of the VILLAGE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXI.

AMENDMENTS

The BOARD and the VILLAGE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the BOARD and the VILLAGE and shall be incorporated as part of this Agreement.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as otherwise provided by law, in the use of the DEMISED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the DEMISED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the VILLAGE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVII.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight

Agenda Item 11B

mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-1401
E-mail: JTorrens@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to the CITY:

Office of the Mayor
North Bay Village
1666 Kennedy Causeway
North Bay village, FL 33141

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with construction of improvements, or changing periods or schedules of

Agenda Item 11B

use.

In addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Agreement, including without limitation, amending any exhibits to the Agreement, placing the VILLAGE in default, or renewing, extending, canceling or terminating the Agreement.

D. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the BOARD and counsel for the VILLAGE may deliver Notice on behalf of the BOARD and the VILLAGE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXVIII.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the VILLAGE, as enumerated below, in the event the DEMISED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the facilities are rendered untenable or unfit for the purposes intended, the BOARD may, at its sole option, either cancel this Agreement by giving written notice to the VILLAGE, or repair/replace the damaged/destroyed facilities, at the BOARD'S expense. In the event the BOARD elects to repair or replace the damaged/destroyed facilities, the BOARD shall repair or replace same, and place in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the VILLAGE may, at its sole option, cancel this Agreement with ten (10) days advance notice.

Agenda Item 11B

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the VILLAGE shall surrender the DEMISED AREA in compliance with Article XX of this Agreement.

Any damage or destruction sustained to the DEMISED AREA as a result of the actions of the VILLAGE, shall be repaired by the VILLAGE, at the VILLAGE'S sole cost and expense.

XXIX.

SIGNAGE

The VILLAGE may erect, at its sole cost and expense, identification signage within the DEMISED AREA, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, the VILLAGE shall remove, at the VILLAGE'S expense, from the DEMISED AREA any signage erected by the VILLAGE, and restore the area to the same or better condition as existed prior to the VILLAGE'S installation of the signage.

XXX.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the DEMISED AREA, or arising from the use or occupancy of the DEMISED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the DEMISED AREA, or that arises at any time from use or occupancy of the DEMISED AREA.

Agenda Item 11B

The VILLAGE shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED AREA or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED AREA, or the transportation to or from the DEMISED AREA of any Hazardous Substance.

The Parties shall, at their expense, comply with all applicable Environmental Laws with respect to the DEMISED AREA. The Parties shall, at their expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the VILLAGE with respect to the DEMISED AREA, then the VILLAGE shall, at its expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. Each Party shall promptly notify the other Party of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the DEMISED AREA, and shall promptly provide the other Party with all information reasonably requested by the other Party regarding the use, generation, storage, transportation or disposal of Hazardous Substances in or at the DEMISED AREA.

The obligations and liability of the VILLAGE under this paragraph shall survive the expiration or termination of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

XXXI.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXII.

SUBORDINATION

Notwithstanding any other provisions of this Agreement, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases, and the rights of

each school site and the rights of the Board under those leases and to all financing that may now or hereafter affect the leases or the school sites, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the VILLAGE shall execute, within thirty (30) calendar days of request, any certificate that the BOARD may request.

XXXIII.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

The VILLAGE acknowledges and accepts the authority of the BOARD to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the VILLAGE'S records, its legal representatives', assigns' and contractors' records and the obligation of the VILLAGE to retain and to make those records available upon request, and in accordance with all applicable laws. The VILLAGE shall keep records to show its compliance with this Agreement. In addition, the VILLAGE'S assigns, contractors and subcontractors must make available, upon the BOARD'S request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The VILLAGE, its assigns, contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any construction work at the DEMISED AREA; and (b) the VILLAGE shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. Upon termination of this Agreement all public records relating to this Agreement, in possession of the VILLAGE, its assigns, and, if applicable, its contractors and subcontractors, must be transferred to the BOARD at no cost to the BOARD. If records are stored electronically, the records must be provided in a compatible format to the BOARD's operating system.

The VILLAGE shall incorporate this provision into every contract that it enters into relating to the DEMISED AREA.

XXXIV.

USE OF FACILITY AS A REVENUE GENERATOR

The BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with BOARD Policies, relating to the DEMISED AREA, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the VILLAGE'S rights to peaceful enjoyment of the DEMISED AREA.

XXXV.

REPRESENTATIONS

The VILLAGE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the VILLAGE of its obligations under this Agreement, have been duly authorized by all necessary action of the VILLAGE, and do not contravene or conflict with any rules, regulations, policies or laws governing the VILLAGE, or any other agreement binding on the VILLAGE. The individual(s) executing this Agreement on behalf of the VILLAGE has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXVI.

MISCELLANEOUS PROVISIONS

- A. **RECORDATION:** This Agreement may not be recorded by either Party.
- B. **EMINENT DOMAIN:** If all or portions of the DEMISED AREA are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The VILLAGE may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.
- C. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons

Agenda Item 11B

who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

- D. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
- E. **WAIVER OF TRIAL BY JURY:** The Parties waive trial by jury in any action, proceeding or counterclaim brought by either Party against the other with respect to any matter arising under this agreement or the VILLAGE'S use or occupation of the DEMISED AREA.
- F. **BROKERS:** The VILLAGE represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the VILLAGE ("Indemnitor"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.
- G. **PROMOTION:** Other than activities undertaken to promote the VILLAGE'S program(s) within the DEMISED AREA, the VILLAGE shall not be permitted to use the DEMISED AREA for promotion or advertising of any type or nature whatsoever.
- H. **USE APPROVALS:** The VILLAGE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the VILLAGE'S use and operations at the DEMISED AREA, prior to commencement of the Agreement.
- I. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.
- J. **TAX-EXEMPT STATUS:** In addition to the provisions of Article XIX of this Agreement,

Agenda Item 11B

the VILLAGE acknowledges and agrees that in the event the tax-exempt status of the DEMISED AREA is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the VILLAGE or a Qualified Third Party, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a default under this Agreement, and may result, at the BOARD'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement. Payment of any taxes so imposed shall be remitted to the BOARD within ten (10) days of receipt of notice, without demand.

XXXVII.

ENTIRE AGREEMENT


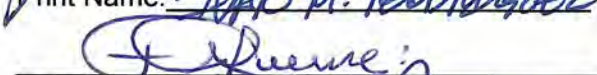
This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the VILLAGE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]


Agenda Item 11B

IN WITNESS WHEREOF, the BOARD and VILLAGE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.


WITNESSES AS TO THE BOARD:


 Print Name: John M. Rodriguez

 Print Name: Fernando Alvarez

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


 By: Alberto M. Carvalho
 Superintendent of Schools
 Date: _____


RECOMMENDED:


 Jaime G. Torrens
 Chief Facilities Officer
 Date: 5/12/16

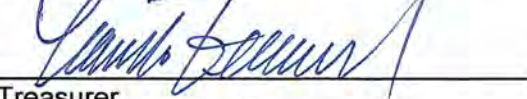
TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


 School Board Attorney
 Date: 6/16/16

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:


 Office of Risk and Benefits Management
 Date: 5/31/16

TO THE BOARD: APPROVED AS TO FINANCIAL SUFFICIENCY:


 Treasurer
 Date: 5-25-16

Agenda Item 11B

WITNESSES AS TO THE VILLAGE:

VILLAGE:
NORTH BAY VILLAGE

Beatriz Perez
Print Name: Beatriz Perez

Arianta Clinton
Print Name: Arianta Clinton

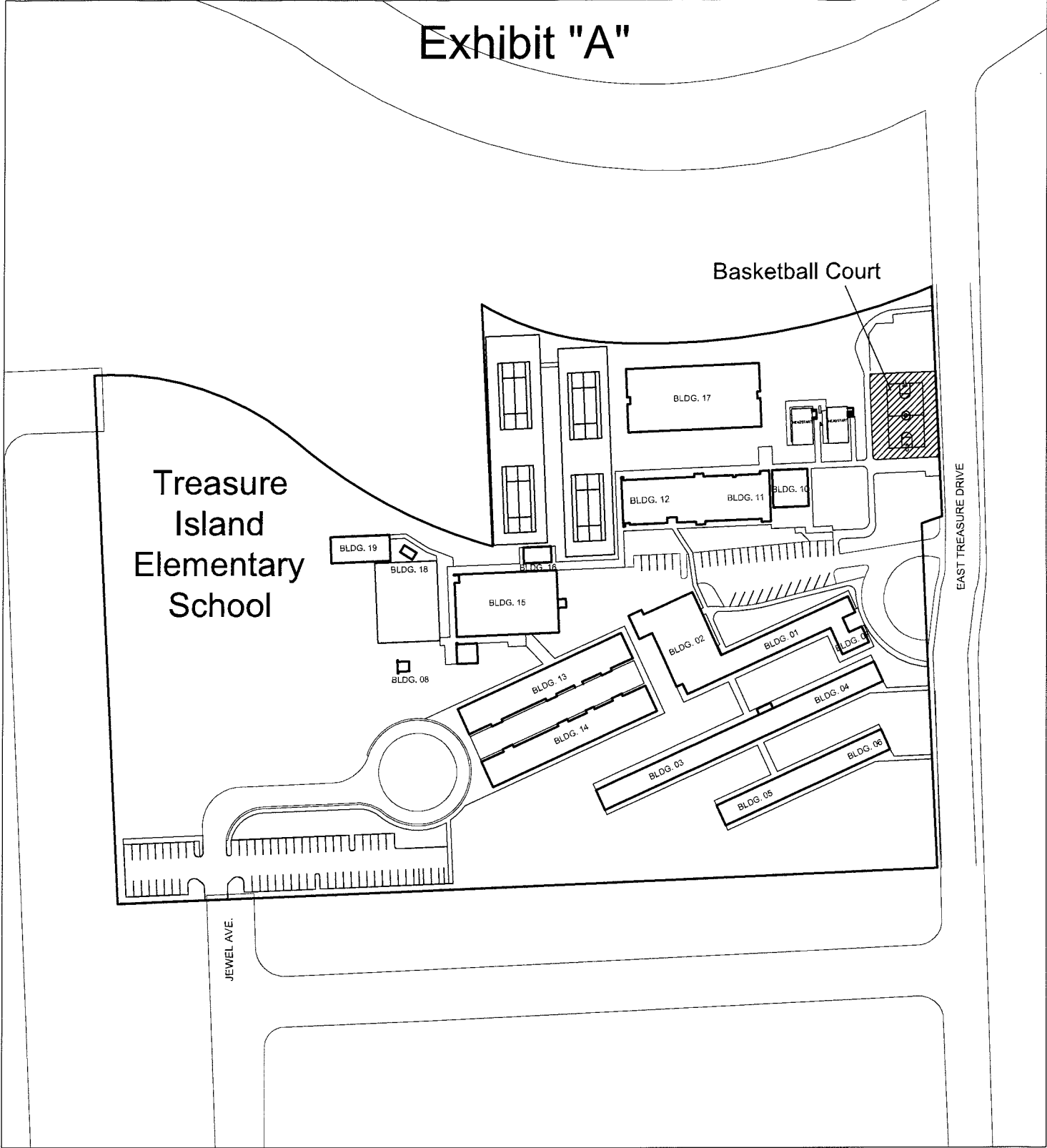
By: [Signature]
Name: FRANK K. ROLLASON
Title: VILLAGE MANAGER
Date: 4/14/16

ATTEST:
[Signature]
Village Clerk
Date: 4/14/16


**TO THE VILLAGE: APPROVED AS TO
LEGAL FORM AND SUFFICIENCY:**

By: [Signature]
Village Attorney
Date: 4/14/16


Exhibit "A"



Legend

 Demised Premises

N



Not to scale



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Agenda Item 11C

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: February 5, 2019

TO: Mayor Brent Latham
Vice-Mayor Marvin Wilmoth
Commissioner Jose Alvarez
Commissioner Andreana Jackson
Commissioner Julianna Strout

RECOMMENDED BY: Interim Village Manager Lewis Velken 

PRESENTED BY STAFF: Interim Village Manager Lewis Velken

SUBJECT: Kimley-Horn & Associates, Inc. Work Authorization No. 19-01 Water Meter Replacement Program Additional Construction Phase Services.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving a Project Agreement for Work Authorization No. 19-01 with Kimley-Horn & Associates, Inc., ("KHA") the Village's Engineering Consultant to continue providing construction phase services through the extended contract completion date.

BACKGROUND:

The Village previously authorized Kimley-Horn & Associates, Inc. to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Meter Replacement Program. Kimley-Horn & Associates, Inc. has been providing construction phase services to oversee the Contractor's work per work authorization 17-02 approved by the Village on May 9, 2017. Per that work authorization, the contract duration for Kimley-Horn & Associates, Inc. to provide construction phase services was through July 27, 2018. Based on contract issues with the original low bidder, the development and transfer for the contract, coordination with the new contractor, time to execute the contract documents, and impacts to the construction process, the Contractor's construction contract has been extended to March 4, 2019.

FINANCIAL IMPACT:

Per the attached Project Agreement, the total cost is a lump sum of \$72,000.00.

Agenda Item 11C

BUDGETARY IMPACT:

The funding source for this project is the Engineering Services Account No. 430.35.535.3110.

PERSONNEL IMPACT:

None

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-01

Water Meter Replacement Program
Additional Construction Phase Services

Agenda Item 11C

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-01

Water Meter Replacement Program
Additional Construction Phase Services

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Meter Replacement Program. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents were approved for public advertisement/bidding through the State Revolving Fund (SRF) Program. A construction contract was awarded to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor's work per Work Authorization 17-02 approved by the VILLAGE on May 9, 2017. Per that Work Authorization, the contract duration for the CONSULTANT to provide construction phase services was through July 27, 2018. Based on contract issues with the original low bidder, development and transfer of the contract, coordination with the new contractor, time to execute the contract documents, and impacts to the construction process, the Contractor's construction contract has been extended through March 4, 2019. This Work Authorization 19-01 is for the CONSULTANT to continue providing construction phase services through that extended contract completion date. Additional information is provided in the "Project Description" attached as Exhibit "1."

Agenda Item 11C

1.2 The “Scope of Services” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit “2.”

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See “Scope of Services” as listed in Exhibit “2.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement (“Commencement Date”) provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed two hundred fifty (250) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$72,000.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any

Agenda Item 11C

such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Luis Guerra</u>	<u>Inspector</u>
<u>Josh Cockriel</u>	<u>Engineer</u>
<u>Janet Delgado</u>	<u>Public Involvement</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

Agenda Item 11C

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

The CONSULTANT was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village’s Water Meter Replacement Program. The Facilities Plan was developed as a planning document to obtain funding through the State Revolving Fund (SRF) Program. The schematic Construction Documents addressed replacing the VILLAGE’s existing water meters with new solid-state water meters and implementing a Mobile Based Advanced Metering Infrastructure and Water Loss Management system to read meters in an automated and cost-effective manner. The intent of the project is to reduce the VILLAGE’s unaccounted for and non-revenue water. The project included developing the Water Meter Replacement Program, furnishing and installing software, hardware, and providing necessary training and installation support. The project also addressed repairing and replacing defective components such as water service connections and water meter boxes. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents were approved for public advertisement/bidding through the SRF Program.

A construction contract has since been bid and awarded by the VILLAGE to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor’s work per Work Authorization 17-02 approved by the VILLAGE on May 9, 2017. The Construction Phase Services to date have included the following tasks:

1. Progress Meetings
2. Water Meter Replacement Program Management
3. Public Involvement Assistance
4. Resident Project Representative (RPR)
5. Shop Drawing Review
6. Contract Clarification
7. Review of Pay Application
8. Coordination with SRF Program
9. Project Close-out

As discussed in Work Authorization 17-02, the CONSULTANT’s fee was based on a contract duration of 360 days. After execution of the construction agreement between the VILLAGE and the Contractor, a pre-construction meeting was held on August 1, 2017 and the project began. Since that time, the original contractor defaulted, and a new contractor was put in place through the bonding company. Based on contract issues with the original low bidder, development and transfer of the contract, coordination with the new contractor, and time to execute the contract documents, one (1) time extension has been approved. As a result of that time extension and subsequent approved time extensions due to construction impacts, the Contractor’s original completion date of May 28, 2018 has been extended to March 4, 2019. Based on the August 1, 2017 construction start date and the CONSULTANT’s contract duration of 360 days, the CONSULTANT’s Work Authorization 17-02 ended July 27, 2018. This Work Authorization is

Agenda Item 11C

for the CONSULTANT to continue providing Construction Phase Services through the extended contract completion date of March 4, 2019. As indicated below, the additional Construction Phase Services are only for tasks associated with extending the construction contract and do not include additional fees for completed tasks or tasks still pending:

1. Progress Meetings
2. Water Meter Replacement Program Management – **No additional services**
3. Public Involvement Assistance
4. Resident Project Representative (RPR)
5. Shop Drawing Review – **No additional services**
6. Contract Clarification
7. Review of Pay Application
8. Coordination with SRF Program
9. Project Close-out – **No additional services**

Exhibit “2”

Scope of Services

The professional services for this project will include the following:

Task 1 - Progress Meetings

The CONSULTANT shall attend weekly progress meetings (as scheduled by the CONSULTANT) with the Contractor(s) and VILLAGE to assess the project schedule and Contractor progress for the duration of the construction process.

Task 2 – Water Meter Replacement Program Management

Completion of this Task is included in the original Work Authorization 17-02. No additional services are required or requested.

Task 3 - Public Involvement Assistance

The CONSULTANT will continue to provide public involvement program assistance by interacting with the community throughout the construction process, addressing resident concerns, developing and coordinating project schedule updates through the use of project flyers, e-mail, and the VILLAGE’s webpage. The CONSULTANT will continue to attend Village Commission meetings as needed.

Task 4 - Resident Project Representative (RPR)

A Resident Project Representative (“RPR”) shall be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s).

The RPR shall perform construction related tasks and visit the site daily for up to 3 hours during the additional construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the VILLAGE with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the VILLAGE informed of the progress of the work, shall endeavor to protect the VILLAGE against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents.

Agenda Item 11C

The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit reports to the CONSULTANT of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events. The CONSULTANT will provide those reports to the VILLAGE.

Task 5 - Shop Drawing Review

Completion of this Task is included in the original Work Authorization 17-02. No additional services are required or requested.

Task 6 - Contract Clarification

The CONSULTANT shall issue the VILLAGE's instructions to Contractor(s), as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Task 7 - Review of Pay Application

Based on the CONSULTANT's on-site observations and upon review of applications for payment and the accompanying data and schedules, the CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the VILLAGE based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Task 8 – Coordinate with SRF Program

The CONSULTANT will assist the VILLAGE with Engineer of Record documentation associated with reimbursement request packages through the SRF Program. The VILLAGE will be responsible for preparing and submitting the reimbursement packages. The CONSULTANT will provide the EOR forms associated with each package.

Task 9 - Project Close-out

Completion of this Task is included in the original Work Authorization 17-02. No additional services are required or requested.

Task 10 - Additional Services

- 10.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
- Hydraulic analysis of the VILLAGE’s water service connections for operational improvements.
 - Environmental and Building Department project permitting/permitting close out.
 - Field survey work.
 - Additional Construction Phase Services if needed beyond the contract completion date of March 4, 2019.
 - Additional support after system implementation, start-up, and training.
- 10.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Progress meeting minutes
- B. Field reports

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Agenda Item 11C

Exhibit “3”

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of \$72,000.00. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Progress Meetings.....	\$16,000.00
2	Water Meter Replacement Program Management	NA
3	Public Involvement Assistance	\$10,000.00
4	Resident Project Representative (RPR)	\$36,000.00
5	Shop Drawing Review	NA
6	Contract Clarification.....	\$4,000.00
7	Review of Pay Applications.....	\$4,800.00
8	Coordination with SRF Program	\$1,200.00
9	Project Close-out.....	NA
TOTAL LUM SUM FEE.....		\$72,000.00



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141


Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 6, 2019

TO: Graciela Mariot
Interim Village Clerk

FROM: Lewis Velken 
Interim Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-01) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER METER REPLACEMENT PROGRAM AT A LUMP SUM OF \$72,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

LV:gm

RESOLUTION NO. _____

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A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-01) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER METER REPLACEMENT PROGRAM AT A LUMP SUM OF \$72,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, North Bay Village retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Meter Replacement Program; and

WHEREAS, Kimley-Horn has been providing construction phase services to oversee the Contractor's work per Work Authorization 17-02 approved by Village Commission on May 9, 2017 with an expiration date of July 27, 2018; and

WHEREAS, Based on contract issues with the original low bidder, development and transfer of contract with new contract, time to execute the contract documents, and impacts to the construction process, the Contractor's construction contract has been extended through March 4, 2019; and

WHEREAS, Kimley-Horn submitted Work Authorization No. 19-01 to continue providing construction phase services through that extended contract completion date for a lump sum amount of \$72,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of the Project Agreement. Project Agreement No. 19-01 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as Exhibit 1 to continue providing construction phase services through that extended contract completion date for a lump sum amount of \$72,000.00 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Agenda Item 11C

50 **Section 4. Execution of the Project Agreement.** The Village Manager is
51 authorized to execute the Project Agreement on behalf of the Village, to execute any
52 required agreements and/or documents to implement the terms and conditions of the
53 Project Agreement, subject to the approval as to form and legality by the Village
54 Attorney.

55
56 **Section 5. Effective Date.** This Resolution shall take effect immediately upon
57 adoption.

58
59 The foregoing Resolution was offered by _____a, who moved for its
60 adoption. This motion was seconded by _____, and upon being
61 put to a vote, the vote was as follows:

62
63 **FINAL VOTE AT ADOPTION:**

64
Mayor Brent Latham _____
Vice Mayor Marvin Wilmoth _____
Commissioner Jose R. Alvarez _____
Commissioner Julianna Strout _____
Commissioner Andreana Jackson _____

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66
67 **PASSED AND ADOPTED** this _____ day of February 2019.

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70 _____
71 Brent Latham, Mayor

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74 **ATTEST:**

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77 _____
78 Graciela Mariot
79 Interim Village Clerk

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82 **APPROVED AS TO FORM FOR THE USE OF**
83 **NORTH BAY VILLAGE:**

84
85
86 _____
87 Norman C. Powell, Esq.
88 Village Attorney

89
90 North Bay Village/Resolution/Kimley Horn & Associates, Inc.-WA #19-01 – Water Meter Replacement Program



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141


Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Agenda Item 11D

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: February 6, 2019

TO: Mayor Brent Latham
Vice-Mayor Marvin Wilmoth
Commissioner Jose Alvarez
Commissioner Andreana Jackson
Commissioner Julianna Strout

RECOMMENDED BY: Interim Village Manager Lewis Velken 

PRESENTED BY STAFF: Interim Village Manager Lewis Velken

SUBJECT: Kimley-Horn & Associates, Inc. Work Authorization No. 19-02 Water Main Rehabilitation Program Additional Construction Phase Services.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving a Project Agreement for Work Authorization No. 19-02 with Kimley-Horn & Associates, Inc., ("KHA") the Village's Engineering Consultant to continue providing construction phase services through the extended contract completion date.

BACKGROUND:

The Village previously authorized Kimley-Horn & Associates, Inc. to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Main Rehabilitation Program. Kimley-Horn & Associates, Inc. has been providing construction phase services to oversee the Contractor's work per work authorization 17-01 and 18-05 approved by the Village on March 14, 2017 and May 11, 2018. Per those Work Authorizations, the contract duration for Kimley-Horn & Associates, Inc. to provide construction phase services was through October 1, 2018. Based on identifying additional water main deficiencies and rehabilitation work as part of the project evaluation phase, the Contractor's construction contract has been extended through March 15, 2019.

FINANCIAL IMPACT:

Per the attached Project Agreement, the total cost is a lump sum of \$54,000.00.

Agenda Item 11D

BUDGETARY IMPACT:

The funding source for this project is the Engineering Services Account No. 430.35.535.3110.

PERSONNEL IMPACT:

None

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-02

Water Main Rehabilitation Program
Additional Construction Phase Services

Agenda Item 11D

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-02

Water Main Rehabilitation Program
Additional Construction Phase Services

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Main Rehabilitation Program. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents were approved for public advertisement/bidding through the State Revolving Fund (SRF) Program. A construction contract was awarded to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor's work per Work Authorizations 17-01 and 18-05 approved by the VILLAGE on March 14, 2017 and May 11, 2018. Per those Work Authorizations, the contract duration for the CONSULTANT to provide construction phase services was through October 1, 2018. Based on identifying additional water main deficiencies and rehabilitation work as part of the project evaluation phase, the Contractor's construction contract has been extended through February 6, 2019. This Work Authorization 19-02 is for the CONSULTANT to continue providing construction phase services through that extended contract completion date. Additional information is provided in the "Project Description" attached as Exhibit "1."

Agenda Item 11D

1.2 The “Scope of Services” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit “2.”

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See “Scope of Services” as listed in Exhibit “2.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement (“Commencement Date”) provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed one hundred eighty (180) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$54,000.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any

Agenda Item 11D

reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Luis Guerra</u>	<u>Inspector</u>
<u>Josh Cockriel</u>	<u>Engineer</u>
<u>Janet Delgado</u>	<u>Public Involvement</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

Agenda Item 11D

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

The CONSULTANT was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village’s Water Main Rehabilitation Program. The Facilities Plan was developed as a planning document to obtain funding through the State Revolving Fund (SRF) Program. The schematic Construction Documents included determining water leak locations throughout the water distribution system by means of an electronic leak detection device. With the water leaks detected, the CONSULTANT worked with the VILLAGE and the contractor to determine the sections of water main that required rehabilitation. The project also addressed repairing and replacing defective components of the water distribution system including water service connections, isolation valves, air release valves, and fire hydrants. The CONSULTANT completed the Facilities Plan and Construction Documents, and those documents were approved for public advertisement/bidding through the SRF Program.

A construction contract has since been bid and awarded by the VILLAGE to a Contractor and the project is currently in construction. The CONSULTANT has been providing construction phase services to oversee the Contractor’s work per Work Authorizations 17-01 and 18-05 approved by the VILLAGE on March 14, 2017 and May 11, 2018. The Construction Phase Services to date have included the following tasks:

1. Progress Meetings
2. Water Main Rehabilitation Program Evaluation
3. Public Involvement Assistance
4. Resident Project Representative (RPR)
5. Shop Drawing Review
6. Contract Clarification
7. Review of Pay Application
8. Coordination with SRF Program
9. Project Close-out

As discussed in Work Authorizations 17-01 and 18-05, the CONSULTANT’s fee was based on a contract duration of 480 days. After execution of the construction agreement between the VILLAGE and the Contractor, a pre-construction meeting was held on June 8, 2017 and the project began. Since that time, time extensions have been coordinated and approved based on identifying additional water main deficiencies and rehabilitation work as part of the project evaluation phase (Task 2). As a result of those time extensions, the Contractor’s original completion date of March 5, 2018 has been extended to February 6, 2019. Based on the June 8, 2017 construction start date and the CONSULTANT’s contract duration of 480 days, the CONSULTANT’s Work Authorizations ended October 1, 2018. This Work Authorization is for the CONSULTANT to continue providing Construction Phase Services through the extended contract completion date of February 6, 2019. As indicated below, the additional Construction

Agenda Item 11D

Phase Services are only for tasks associated with extending the construction contract and do not include additional fees for completed tasks or tasks still pending:

1. Progress Meetings
2. Water Main Rehabilitation Program Evaluation – **No additional services**
3. Public Involvement Assistance
4. Resident Project Representative (RPR)
5. Shop Drawing Review – **No additional services**
6. Contract Clarification
7. Review of Pay Application
8. Coordination with SRF Program
9. Project Close-out – **No additional services**

Exhibit “2”

Scope of Services

The professional services for this project will include the following:

Task 1 - Progress Meetings

The CONSULTANT shall attend weekly progress meetings (as scheduled by the CONSULTANT) with the Contractor(s) and VILLAGE to assess the project schedule and Contractor progress for the duration of the construction process.

Task 2 – Water Main Rehabilitation Program Evaluation

Completion of this Task is included in the original Work Authorization 17-01. No additional services are required or requested.

Task 3 - Public Involvement Assistance

The CONSULTANT will continue to provide public involvement program assistance by interacting with the community throughout the construction process, addressing resident concerns, developing and coordinating project schedule updates through the use of project flyers, e-mail, and the VILLAGE’s webpage. The CONSULTANT will continue to attend Village Commission meetings as needed.

Task 4 - Resident Project Representative (RPR)

A Resident Project Representative (“RPR”) shall be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s).

The RPR shall perform construction related tasks and visit the site daily for up to 3 hours during the additional construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the VILLAGE with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the VILLAGE informed of the progress of the work, shall endeavor to protect the VILLAGE against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents.

Agenda Item 11D

The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit reports to the CONSULTANT of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events. The CONSULTANT will provide those reports to the VILLAGE.

Task 5 - Shop Drawing Review

Completion of this Task is included in the original Work Authorization 17-01. No additional services are required or requested.

Task 6 - Contract Clarification

The CONSULTANT shall issue the VILLAGE's instructions to Contractor(s), as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Task 7 - Review of Pay Application

Based on the CONSULTANT's on-site observations and upon review of applications for payment and the accompanying data and schedules, the CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the VILLAGE based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Agenda Item 11D

Task 8 – Coordinate with SRF Program

The CONSULTANT will assist the VILLAGE with Engineer of Record documentation associated with reimbursement request packages through the SRF Program. The VILLAGE will be responsible for preparing and submitting the reimbursement packages. The CONSULTANT will provide the EOR forms associated with each package.

Task 9 - Project Certification and Close-out

Completion of this Task is included in the original Work Authorization 17-01. No additional services are required or requested.

Task 10 - Additional Services

- 10.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
- Hydraulic analysis of the VILLAGE's water distribution system for operational improvements.
 - Environmental and Building Department project permitting/permitting close out.
 - Field survey work.
 - Additional Construction Phase Services if needed beyond the contract completion date of February 6, 2019.
- 10.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Progress meeting minutes
- B. Field reports

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of \$54,000.00. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Progress Meetings.....	\$12,000.00
2	Water Main Rehabilitation Program Evaluation	NA
3	Public Involvement Assistance	\$7,500.00
4	Resident Project Representative (RPR)	\$27,000.00
5	Shop Drawing Review	NA
6	Contract Clarification.....	\$3,000.00
7	Review of Pay Applications.....	\$3,600.00
8	Coordination with SRF Program	\$900.00
9	Project Certification and Close-out.....	NA
TOTAL LUM SUM FEE.....		\$54,000.00



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141


Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 6, 2019

TO: Graciela Mariot
Interim Village Clerk

FROM: Lewis Velken, 
Interim Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-02) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM AT A LUMP SUM OF \$54,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

Accordingly, please place the item on the next available agenda.

LV:gm

RESOLUTION NO. _____

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A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-02) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM AT A LUMP SUM OF \$54,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, North Bay Village retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn was previously authorized to develop a Facilities Plan and associated schematic Construction Documents associated with implementing the Village's Water Main Rehabilitation Program; and

WHEREAS, Kimley-Horn has been providing construction phase services to oversee the Contractor's work per Work Authorization 17-01 and 18-05 approved by Village Commission on March 14, 2017 and May 11, 2018 with an expiration date of October 1, 2018; and

WHEREAS, Based on identifying additional water main deficiencies and rehabilitation work as part of the project evaluation phase, the Contractor's contract has been extended through February 6, 2019; and

WHEREAS, Kimley-Horn submitted Work Authorization No. 19-02 to continue providing construction phase services through that extended contract completion date for a lump sum amount of \$54,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of the Project Agreement. Project Agreement No. 19-02 between North Bay Village and Kimley-Horn & Associates, Inc., attached hereto as Exhibit 1 to continue providing construction phase services through that extended contract completion date for a lump sum amount of \$54,000.00 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Agenda Item 11D

50 **Section 4. Execution of the Project Agreement.** The Village Manager is
51 authorized to execute the Project Agreement on behalf of the Village, to execute any
52 required agreements and/or documents to implement the terms and conditions of the
53 Project Agreement, subject to the approval as to form and legality by the Village
54 Attorney.

55
56 **Section 5. Effective Date.** This Resolution shall take effect immediately upon
57 adoption.

58
59 The foregoing Resolution was offered by _____a, who moved for its
60 adoption. This motion was seconded by _____, and upon being
61 put to a vote, the vote was as follows:

62
63 **FINAL VOTE AT ADOPTION:**

64
Mayor Brent Latham _____
Vice Mayor Marvin Wilmoth _____
Commissioner Jose R. Alvarez _____
Commissioner Julianna Strout _____
Commissioner Andreana Jackson _____

65
66
67 **PASSED AND ADOPTED** this _____ day of February 2019.

68
69
70 _____
71 Brent Latham, Mayor

72
73
74 **ATTEST:**

75
76
77 _____
78 Graciela Mariot
79 Interim Village Clerk

80
81
82 **APPROVED AS TO FORM FOR THE USE OF**
83 **NORTH BAY VILLAGE:**

84
85
86 _____
87 Norman C. Powell, Esq.
88 Village Attorney

89
90 North Bay Village/Resolution/Kimley Horn & Associates, Inc.-WA #19-02 – Water Main Rehabilitation Program



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Agenda Item 11E

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: February 6, 2019

TO: Mayor Brent Latham
Vice-Mayor Marvin Wilmoth
Commissioner Jose Alvarez
Commissioner Andreana Jackson
Commissioner Julianna Strout

RECOMMENDED BY: Interim Village Manager Lewis Velken 

PRESENTED BY STAFF: Interim Village Manager Lewis Velken

SUBJECT: Approval for Public Relations Proposal

RECOMMENDATION:

It is recommended that the Village Commission approve the agreement with Pinzur Communications. Pinzur Communications is a professional public relations/strategic communications services provider which will help the Village form the framework and oversee our Village's social media content and strategies in order to provide our residents with timely, relevant, information.

BACKGROUND:

The Village has not had a coordinated action plan to disseminate timely and relevant information to our residents. We are taking a proactive step to utilize experienced professionals who are familiar with the communication needs of a small seaside community.

FINANCIAL IMPACT:

The financial impact will be \$5,000.00 per month. This cost will be absorbed by communications funds allocated in the current budget.

PERSONNEL IMPACT:

None



AGREEMENT OF PINZUR COMMUNICATIONS, INC. AND NORTH BAY VILLAGE

This agreement (the "Agreement") is made and effective as of the 5th day of February 2019 ("Effective Date") by and between PINZUR COMMUNICATIONS INC., a Florida corporation with its principal place of business at 1860 Sweetbay Way, Hollywood, FL 33019 ("Pinzur Communications") and North Bay Village, with its principal place of business at 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141. Pinzur Communications and Client may be referred to herein as the "Parties," each a "Party."

1. SCOPE OF SERVICES; TERM. The Parties agree that Pinzur Communications shall provide to or for Client's benefit certain public relations services, as follows:

a. Scope. The scope of the public relations services to be performed hereunder is limited to the scope of services described in attached proposal hereto. The terms and conditions of proposal are specifically incorporated herein and made part hereof. Pinzur Communications shall not perform any services outside the agreed-upon scope or additional hours without the joint, mutual written consent of both Parties.

b. Term.

i. Initial Term. The term of this Agreement shall commence on the Effective Date and shall continue in force on a month-by-month basis for a period of 6 months (the "Initial Term"). Following the Initial Term, any and all extensions shall be agreed to in writing by both Parties.

ii. Client's Right to Terminate. Notwithstanding the foregoing, Client shall have the right to terminate this Agreement upon written notice to Pinzur Communications for any reason or no reason; however, in the event of Client's termination, Client shall remain responsible for the payment of all professional fees and costs incurred under this Agreement.

iii. Pinzur Communications' Right to Terminate. Pinzur Communications shall have the right to terminate this Agreement for any reason and at any time upon giving Client written notice; however, Pinzur Communications shall have the right to terminate this Agreement immediately in the event that Client (1) materially breaches Client's obligations under this Agreement, (2) fails or refuses to be forthright, cooperative and supportive of Pinzur Communications' efforts to render the Services hereunder; or (3) misrepresents or fails or refuses to disclose, material facts, including, without limitation, the right of Client to enter into this Agreement, the right of Pinzur Communications to design and/or implement the services set forth hereunder.

Agenda Item 11E

2. PAYMENT TERMS.

a. Payment. Client shall pay to Pinzur Communications a non-refundable payment of \$5,000 for PR retainer each month. The monthly retainer covers up to 45 hours per month. Additional hours worked each month will be pre-approved by the client and billed at agency's hourly rate, which is the following:

- o Agency Principal: \$150 per hour
- o Account Executive: \$75 per hour

b. Monthly Payment. Prior to the beginning of each month, Client agrees to pay Pinzur Communications a non-refundable monthly fee (the "Monthly Payment") for public relations services to be rendered in the following month, along with any additional hours that agency works during the previous month as agreed upon in advance by client. Pinzur Communications agrees to provide an invoice for payment of the Monthly Payment prior to the beginning of the month for which the payment is due. Client shall pay each Monthly Payment fee no later than 30 (30) business days from delivery of such invoice.

c. Third Party Expenses. Client understands that Pinzur Communications could incur out-of-pocket expenses attendant to the services to be provided to Client, including, without limitation, laser printing, telephone charges, mailing/shipping/postage costs, photocopies, courier fees, publication fees, reprint charges, taxes, and travel and business costs (collectively, "Third Party Expenses"). Client shall reimburse Pinzur Communications for such Third Party Expenses no later than thirty (30) business days following Pinzur Communication's written submission of a reimbursement request therefor. Client to approve any out-of-pocket expenses first.

d. Late Payments. If any payment under paragraph 2 hereof is not received within ten (10) business days after payment is due, Client agrees to pay one and one-half percent (1.50%) interest upon the balance owed, plus reasonable accounting and attorney's fees and costs in connection with the collection of same. In addition, Pinzur Communications is entitled to suspend services in its sole and absolute discretion if payment(s) is/are not received by Pinzur Communications in a timely manner.

3. OWNERSHIP RIGHTS.

a. Pinzur Communications and Client understand and agree that the PR and marketing materials developed pursuant to this Agreement are being developed by Pinzur Communications for the sole and exclusive use of Client and that Client shall be deemed to be the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto, during and following the term of this Agreement. All work performed and generated by Pinzur Communications in connection therewith is and shall be considered as "Works Made for Hire" (as defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of Client.

Agenda Item 11E

b. In the event that it should be determined that any of the content created by Pinzur Communications for Client does not qualify as a Work Made for Hire, then Pinzur Communications will and hereby does assign to Client all right, title, and interest that it may possess in such materials including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Pinzur Communications will take such steps as are necessary to enable Client to record such assignment at Client's expense. Pinzur Communications agrees to sign, upon request, any documents needed to confirm that any specific material is a Work Made for Hire and to effectuate the assignment of its rights to Client.

c. Notwithstanding the foregoing, Pinzur Communications may photograph or video the finished work for Client and use such photographs and video use for commercial, publication purposes to promote Pinzur Communications' work to its clients/customers, prospective clients/customers and/or the general public, including without limitation promotional cards, brochures, portfolios and display on the Internet without prior consent from Client. Copyright in the photographs and video shall be the sole property of Pinzur Communications without condition or restriction.

4. CONFIDENTIALITY. Pinzur Communications and Client each recognize that during the course of the work hereunder, each may have occasion to conceive, create, develop, review, or receive information which is considered by the other Party to be confidential or proprietary, including information relating to its ideas, trade secrets, inventions, design, strategies, patent, trademark and copyright applications, improvements, know-how, specifications, drawings, cost data, process flow diagrams, client/customer and supplier lists, bills, and/or any other written material referring to same ("Confidential Information"). Both during the term of the Agreement and thereafter:

a. Pinzur Communications and Client agree to maintain in confidence such Confidential Information unless or until (1) it shall have been made public by an act or omission of a Party other than itself, (2) either Party receives such Confidential Information from an unrelated third party on a non-confidential basis, or (3) the passage of five (5) years from the date of the disclosure of such Confidential Information to the other Party, whichever shall occur first.

b. Pinzur Communications and Client further agree to use all reasonable precautions to ensure that all such Confidential Information is properly protected and kept from unauthorized persons or disclosure.

c. If requested by the other Party, each Party agrees to promptly return to the originating Party all materials, writings, equipment, models, mechanisms, and the like obtained from or through the other including, but not limited to, all Confidential Information, all of which the Parties recognize is the sole and exclusive property of the originating Party.

d. Pinzur Communications and Client agree that neither Party will, without first obtaining the prior written permission of the other (1) directly or indirectly utilize such Confidential Information in its own business, (2) manufacture

Agenda Item 11E

and/or sell any product that is based in whole or in part on such Confidential Information, or (3) disclose such Confidential Information to any third party.

5. NON-SOLICITATION. Pinzur Communications and Client both agree not to hire or solicit the other Party's employees, officers, agents and/or independent contractors during the Term and for a period of six (6) months after expiration or termination of this Agreement without the employing Party's written consent.

6. INDEMNIFICATION. Each Party agrees to defend, indemnify, and hold the other Party, its officers, directors, agents, contractors and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against either Party based on a breach of any representation or warranty made in this Agreement. This paragraph shall survive termination of this Agreement.

7. INFRINGEMENT.

a. Client shall have the right, in its sole discretion, to prosecute lawsuits against third parties for infringement of its rights in the materials/content created for Client by Pinzur Communications; however, any lawsuit shall be prosecuted solely at Client's expense.

b. Pinzur Communications agrees to fully cooperate with Client in the prosecution of any such suit, and Client shall reimburse Pinzur Communications for any expenses that it might incur as a result of such cooperation.

8. PINZUR COMMUNICATIONS' LIABILITY.

a. Client agrees that Pinzur Communications shall not be liable for any damages, economic, compensatory or otherwise, resulting from delay in rendering the services set forth herein as long as such delays are caused in any way by circumstances beyond Pinzur Communications' direct, immediate control.

b. As such, Client agrees to defend, indemnify and hold harmless Pinzur Communications, its officers, directors, contractors, subcontractors, employees and agents from and against any claims, actions, suits or demands, including without limitation, reasonable legal and accounting fees, arising from a delay in rendering the services set forth herein, as long as such delays are caused in any way by circumstances beyond Pinzur Communications' direct, immediate control, as well as any claims, actions, suits or demands whatsoever for any indirect, incidental, or consequential damages, including loss of sales or profit, lost data, business interruption or associated attorneys' fees. Pinzur Communications shall provide notice to Client promptly of any such claim, suit or proceeding and shall assist Client, at Client's expense, in defending any such claim, suit or proceeding.

c. Pinzur Communications shall have no responsibility or liability for the ongoing maintenance of any and all content (whether print or web based) created by Pinzur Communications for Client hereunder after agreement ends.

NOTWITHSTANDING THE PRIOR PROVISIONS OF THIS PARAGRAPH, IN NO EVENT SHALL PINZUR COMMUNICATIONS BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES,

Agenda Item 11E

INCLUDING, WITHOUT LIMITATION, LOSS OF SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

9. ATTORNEY'S FEES AND COSTS. In any litigation arising out of or relating to this Agreement (including without limitation a lawsuit for the collection of fees for the performance of services hereunder), the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs, accountant's fees, and attorney, paralegal and experts' fees in connection with all proceedings and all levels of proceedings. This paragraph shall survive the termination of this Agreement.

10. MISCELLANEOUS.

a. Entire Agreement. The Agreement and the incorporated Proposal shall constitute the entire agreement between the Parties with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in the Agreement.

b. Independent Contractors. Pinzur Communications and its personnel, in performance of the Agreement, are acting as independent contractors and not employees or agents of Client. Pinzur Communications and its personnel shall have no authority to bind Client or otherwise create legal obligations on behalf of Client.

c. Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized individual of both Parties hereunder.

d. Governing Law. The Agreement shall be governed in all respects by the laws of the State of Florida without regard to its conflict of laws provisions, and Pinzur Communications and Client agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the appropriate state or federal court located in Miami-Dade County, Florida, and Pinzur Communications and Client hereby submit to the jurisdiction of such courts.

e. Mandatory Arbitration. Although Pinzur Communications does not anticipate any disputes will arise between the Parties, disagreements can arise in the course of any endeavor. In order to resolve any disagreements amicably and efficiently, Client and Pinzur Communications both agree to submit any and all disputes either Party may have in regard to this Agreement to binding arbitration, which will be the sole and exclusive remedy for all such disputes. The arbitrator shall be a practicing lawyer selected, if possible, by the mutual consent of the Parties. If the Parties cannot agree then either Party may petition a court of competent jurisdiction to select an arbitrator, which decision shall be binding on both Parties. A Party may commence arbitration by serving a Demand for Arbitration to the other Party in accordance with subparagraph (g) hereof. The Parties agree that the decision of the arbitrator shall be final, and that the arbitration award may serve as a judgment or may be converted to a judgment in any court of competent jurisdiction.

f. Assignment. Neither party may assign its rights or obligations hereunder to any other party without the prior written consent of other.

Agenda Item 11E

g. Notice. Any notice required to be given pursuant to this Agreement shall be in writing (1) mailed by certified or registered mail, return receipt requested, (2) delivered by a national overnight express service such as FedEx, or (3) delivered by email with a confirmed delivery receipt. The contact information for the notices hereunder shall be as follows:

If to Client:	With a copy to:
_____	_____
_____	_____
Email _____	Email _____

If to Pinzur Communications:	With a copy to:
Rachel Pinzur, Principal	Bart H. Chepenik, Esq.
Pinzur Communications	Chepenik Trushin LLP
1860 Sweetbay Way	12550 Biscayne Boulevard, Suite 805
Hollywood, FL 33019	North Miami, FL 33181
Email Rachel@pinzurpr.com	Email BChepenik@ctllp.com

h. Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder or a subsequent exercise of the same right in a subsequent situation.

i. Severability. If any provision of the Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.


j. Counterparts. The Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.

k. Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

l. Intent to be Bound. The person signing this Agreement is *sui juris*. Client has the ability and the authority to agree to be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its hand and seal the day indicated.

PINZUR COMMUNICATIONS INC.

By: 
 Name: Rachel Pinzur, *Principal*
 Date of Signature: February 5, 2019

 By: _____
 Name: _____
 Date of Signature: _____

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January 24, 2019

Lewis Velken
Interim Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Dear Lewis,

North Bay Village deserves a reputable agency that understands every aspect of creating and enhancing transparent communications through an integrated strategic public relations plan.

That's where *Pinzur Communications* comes in. With nearly 20 years of experience producing transformational results for a number of top South Florida institutions, we are confident that our hands-on approach to public relations and local municipality experience would greatly impact North Bay Village. By the same token, it would be rewarding for us to support the village's efforts and desire to better communicate with its citizens, as well as promote accountability.

Please find a proposal enclosed that we feel addresses the needs of North Bay Village. Should you have any questions, feel free to reach out to me directly at 305-725-2875 or email Rachel@pinzurpr.com. Thank you.

Warmest regards,

A handwritten signature in cursive script that reads "Rachel Pinzur".

Rachel Pinzur, President
Pinzur Communications

PUBLIC RELATIONS PROPOSAL FOR NORTH BAY VILLAGE (NBV)

The following proposal has been created by Pinzur Communications in order to successfully devise and execute a public relations strategy for NBV:

Brief Summary:

In recent years, North Bay Village has been plagued by political drama and scandals resulting in negative media attention and distrust by the residents. As a result, residents voted in a new mayor and commissioner during the November 2018 election. The vice mayor was automatically elected due to his opponent being disqualified from the race.

The changing of the “old guard” has been met mostly with enthusiasm by residents, but also uncertainty. A repeat comment by residents on the “North Bay Village Residents Speak” Facebook page, for example, is that NBV is not being transparent and does not have residents needs in mind.

By establishing a strong communications plan and implementing a citizens engagement program, NBV has the opportunity to build transparency between elected officials, village administration and the public, and essentially turn the ship around. Pinzur Communications would craft and execute a comprehensive PR plan that tackles the day-to-day challenges that NBV faces, as well as shines a spotlight on positive change taking place within the community for the benefit of residents.

Preliminary Objectives:

- Create and execute a strategic communications plan for NBV that includes key messages for better transparency, accountability, standard operating procedures, crises and emergency situations, etc.
- Position NBV as a community that cares deeply about issues that impact its residents, visitors, local businesses and employees and that is committed to the community’s continued enhancement and future sustainability.

Public Relations Services:

- Hold fact-finding meeting with NBV’s interim village manager and/or point-person(s) in order to form key messages and set the future direction/ communications strategy for NBV
- Develop strategic communications and social media plans, timeline & policy for NBV; monitor conversations on Nextdoor, North Bay Village Residents Speak and North Bay Village Rising Facebook pages to help form communications strategy in meeting residents needs
- Rollout communications policy to NBV administration and village commissioners
- Evaluate how residents are addressed by village administration during calls/visits to NBV; in partnership with human resources, create customer service guideline and script for professionally addressing residents and to ensure residents’ needs are met and/or anticipated in advance
- Update/expand upon frequently asked questions and make FAQs easily found on village website
- Encourage residents to follow NBV's official social media accounts for most factual source of information, rather than just relying on information posted on resident-led sites, as well as sign up for village notifications on NBV website.
- Evaluate how information is currently shared with NBV residents
- Survey residents on preferred method of communication from NBV; based on feedback, look at enhancing various communication channels and/or launching new channels

Agenda Item 11E

- Build community engagement through continual positive, transparent messaging through a variety of communication channels and serve to educate residents and area businesses on the following (examples only):
 - Community/capital improvement projects, such as Treasure Island/Bay Walk project
 - Sustainability/resiliency initiatives
 - Community programs, I.e. walk with mayor and vice mayor
- Create platform for mayor and/or village manager to provide weekly or every other week updates to residents; create blog on homepage of village website
- Develop NBV citizen engagement program with goal of boosting engagement with residents and creating more transparency and responsiveness to resident needs
- Provide strategic PR counsel, as necessary

*****Long-term (not an immediate need):** Pinzur Communications has also identified long-term needs such as revamping the NBV website and making it mobile friendly in addition to press outreach to rebuild media relationships on behalf of NBV and secure positive stories.

Budget:

With a budget of \$5,000 per month, Pinzur Communications will provide NBV with the services detailed in the above proposal for up to 45 hours per month. Additional hours will be billed at agency's hourly rate of \$150 for principal and \$75 for account executive. If desired, Pinzur Communications can also staff an on-site junior communications role. The costs associated with this role would be commensurate with experience and salary requirements.

Under this fee, our services include all those listed in the above proposal. However, it does not include any out-of-pocket expenses and program-specific costs, such as laser printing, telephone charges, mailings, photocopying, postage and courier charges, graphics, publications and reprints, shipping, travel/mileage, and applicable taxes. **Any out-of-pocket expenses will be pre-approved by NBV.**



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141


Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 6, 2019

TO: Graciela Mariot
Interim Village Clerk

FROM: Lewis Velken, 
Interim Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN AGREEMENT WITH THE PINZUR COMMUNICATIONS TO PROVIDE PUBLIC RELATIONS/STRATEGIC COMMUNICATION SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

LV:gm

Agenda Item 11E

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN AGREEMENT WITH THE PINZUR COMMUNICATIONS TO PROVIDE PUBLIC RELATIONS/STRATEGIC COMMUNICATION SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

WHEREAS, it is the goal of the Village Commission to develop a communication strategy to improve citizens engagement and ensure that information is disseminated to the community; and

WHEREAS, Pinzur Communications has submitted a proposal to the Village to provide public relations and strategic communication services; and

WHEREAS, Village Commission is desirous of engaging the services of Pinzur Communications in accordance with the proposal attached hereto as "Exhibit 1"; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission may award a contract without sealed bidding upon finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, During an informal search, Pinzur Communications provided the lowest quote for desired services; and

WHEREAS, Village Commission finds that engaging the services of Pinzur Communications is fiscally responsible, and going through a competitive bidding process for these services is not in the best interest of the Village.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1: **Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2: **Approval of Agreement.** The Village Commission hereby approves the agreement attached hereto as "Exhibit 1" with Pinzur Communications for providing Public Relations/Strategic Communicatinos services to the Village, pursuant to Section 36.25(L) of the Village Code.

Section 3: **Authorization of Village Manager.** The Village Manager is authorized to execute the Agreement with Pinzur Communications on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Agenda Item 11E

50 The foregoing Resolution was offered by _____, who moved for its adoption.
51 This motion was seconded by _____, and upon being put to a vote, the vote was
52 as follows:

53

Mayor Brent Latham _____
Vice Mayor Marvin Wilmoth _____
Commissioner Jose R. Alvarez _____
Commissioner Julianna Strout _____
Commissioner Andreana Jackson _____

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PASSED AND ADOPTED this _____ day of February 2019.

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Brent Latham, Mayor

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ATTEST:

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Graciela Mariot
Interim Village Clerk

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**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

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Norman C. Powell, Esq.
Village Attorney

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North Bay Village/Resolution/Authorizing Pinzur Communications for Public Relations Services

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NORTH BAY VILLAGE

**OFFICIAL BALLOT
APPOINTMENT OF ANIMAL CONTROL ADVISORY BOARD
February 12, 2019 Regular Commission Meeting**

SELECT A TOTAL OF FIVE (5)

- Maria De La Cruz Marquez Arrechea, 7545 East Treasure Drive
- Sarah Mauer, 1865 79th Street Causeway, Apt 15G
- Ruth Prado, 1801 S. Treasure Drive #329
- Sondra Shumaker, 7945 East Drive, Unit 201
- Faith Swan, 7905 East Drive, Unit 8A
- Cecilia Veloz, 7504 Bounty Ave
- _____
- _____

Name: _____

Signature: _____

Agenda Item 14A

2/6/2019

North Bay Village, FL Code of Ordinances

ANIMAL CONTROL ADVISORY BOARD

§ 32.92 - Establishment.

There is hereby created an Animal Control Advisory Board to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

(Ord. No. 2017-003, § 1, 2-14-17)

§ 32.93 - Composition.

There is hereby created the North Bay Village Animal Control Advisory Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in §6.01 of the Charter.

(Ord. No. 2017-003, § 1, 2-14-17)

§ 32.94 - Qualifications.

The members of the Animal Control Advisory Board shall be appointed and shall be qualified electors of the Village or owners of businesses located within the confines of the Village or designees of such business owners as defined in the Charter. Resident members of the Board shall also be and remain during their respective terms of office, residents of the Village.

(Ord. No. 2017-003, § 1, 2-14-17)

§ 32.95 - Terms; removal from office.

Members of the Board shall be appointed by the Village Commission, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

(Ord. No. 2017-003, § 1, 2-14-17)

§ 32.96 - [Vacancies.]

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

Agenda Item 14A

2/6/2019

North Bay Village, FL Code of Ordinances

(Ord. No. 2017-003, § 1, 2-14-17)

§ 32.97 - Power and duties.

The Animal Control Advisory Board shall be charged with the following duties:

- (1) Discuss animal matters and make recommendations to the Village on animal care and control issues.
- (2) Review and make appropriate recommendations for amendments to existing animal control ordinances.
- (3) Make recommendations to the Village Commission for the betterment of the community concerning operations, policies, procedures, and new programs.
- (4) Promote safe and healthy use of public spaces by pets and pet owners.
- (5) Other duties as prescribed by the Village Commission.

(Ord. No. 2017-003, § 1, 2-14-17)

§ 32.98 - Officers.

The Animal Control Advisory Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his/her stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Commission as to the attendance of the meetings and submit the minutes of its meetings to the Village Commission.

(Ord. No. 2017-003, § 1, 2-14-17)

§ 32.99 - Meetings; quorum; voting period.

- (A) The Animal Control Advisory Board shall hold regular and special meetings as necessary. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village bulletin board. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.
- (B) All meetings of the Board shall be open to the public and three members shall constitute a

2/3

Agenda Item 14A

2/6/2019

North Bay Village, FL Code of Ordinances

quorum.

- (C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 2017-003, § 1, 2-14-17)

Agenda Item 14A



North Bay Village

Administrative Offices
 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
 Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME Sarah Mauer DATE 12/5/2018
 MAILING ADDRESS 1865 79th Street Causeway, Apt. 15G, North Bay Village FL 33141
 EMAIL sarah.mauer@hotmail.com TELEPHONE # (412) 508-9049
 VILLAGE RESIDENT: YES NO
 BUSINESS OWNER: YES NO HOW MANY YEARS 3
 PAST OR PRESENT Present
 NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 3 years

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input checked="" type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO
 HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO
 HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO
 ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I serve on the Animal Control Advisory Board which is first established. During my one year on the board I assisted in the following activities - taking stock of the number and location of community cats in North Bay Village and updating these numbers monthly to accommodate fluctuations in the population, developing an informational brochure with the intent of getting the community involved in the TNR program, helped develop the language of the ordinance designed to curb problem feeding, assisted in the Village's first Pet & Critter Day, helped development the content for a quarterly newsletter alerting the community about the functions of the Animal Control Advisory Board.

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

Besides my experience previously serving on the board, I have been involved in various cat rescue organizations and have TNR-ed dozens of community cats since moving to Florida 5 years ago. I know the nuances of managing a community cat population and have the temperament to effectively interface with constituents.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

Submit Form

Agenda Item 14A



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BOARD/COMMITTEE APPLICATION

NAME Sondra Shumaker DATE 12/12/18
MAILING ADDRESS 7945 East Drive 201 NBV, FL 33141
EMAIL sondra@planitperfect.ent TELEPHONE # 4049011490
VILLAGE RESIDENT: YES NO HOW MANY YEARS 20
BUSINESS OWNER: YES NO PAST OR PRESENT _____
NAME AND ADDRESS OF BUSINESS Planit Perfect LLC, 250 10th Street Atlanta, GA 30309

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? n/a

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input checked="" type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input checked="" type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input checked="" type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input checked="" type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input checked="" type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO _____
HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES _____ NO
HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES _____ NO
ARE YOU A REGISTERED VOTER? YES NO _____

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

SEE ATTACHED

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

SEE ATTACHED

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

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Agenda Item 14A



NORTH BAY VILLAGE

Village Hall • 1666 Kennedy Causeway, Suite 300, North Bay Village • FL 33141
 Phone: 305-756-7171 • Fax: 305-756-7722 • www.nbvillage.com

EM
11/30/18

BOARD/COMMITTEE APPLICATION

Name: Faith Swan Date: Nov 29, 2018

Home Address: 7905 East Drive #8A NBV, FL 33141

Mailing Address: || ||

Email: Dreams614@gmail.com Telephone: 305.803.7280

Village Resident: Yes No How many years: Yes No

Business Owner: Yes No Business Name: _____

Business Address: _____

How long have you been operating in the village? _____

Check the board committee you would like to serve on:

Animal control advisory board	<input checked="" type="checkbox"/>	Community enhancement board	<input checked="" type="checkbox"/>
Arts, cultural & special events board	<input checked="" type="checkbox"/>	Planning & zoning board	<input type="checkbox"/>
Business development advisory board	<input type="checkbox"/>	Youth & education services board	<input checked="" type="checkbox"/>
Citizens budget and oversight board	<input checked="" type="checkbox"/>	Special needs advisory board	<input type="checkbox"/>
Signage review committee	<input type="checkbox"/>		

Are you a registered voter? Yes No
 Have you ever served on a village board/committee? Yes No

Please give a summary of your work and civic service experience:

I volunteered for my committee running Treasure Coast Reuse Center in Port St. Lucie for many years. We collected trash in our neighborhoods and ran a reuse center where we collected unwanted items and gave to people in need in the community, as well as making & refurbishing trash to

Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute: (use additional page if necessary)

I am very passionate about reduce, recycle, reuse, & reinvent! I believe we can evoke change on the Island to have a cleaner more beautiful place to live! Recycling & renewable resources is very important to me & I hope to bring awareness

In completing this application, you are acknowledging that personal information you provide is subject to Florida Public Records Law as per Chapter 119, Florida Statutes, Article I, Section 24 of the State Constitution. You will be required to submit verification of residency (Copy of Driver's License/ID) and proof of North Bay Village Voter Registration along with your application. Additionally, members are required to complete four (4) hours of Ethics Training during their term of Office. Once appointed, all Board Members are required to complete Financial Disclosure Forms annually. Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement."

change to my community!



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BOARD/COMMITTEE APPLICATION

NAME MARIA DE LA CRUZ MARQUEZ ARRECHEA DATE 12/05/18
 MAILING ADDRESS 7545 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FL 33141
 EMAIL macdurazhi76@hotmail.com TELEPHONE # 786 344 9532
 VILLAGE RESIDENT: YES NO
 BUSINESS OWNER: YES NO HOW MANY YEARS 4
 PAST OR PRESENT _____
 NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- | | | | |
|---------------------------------------|-------------------------------------|----------------------------------|--------------------------|
| ANIMAL CONTROL ADVISORY BOARD | <input checked="" type="checkbox"/> | COMMUNITY ENHANCEMENT BOARD | <input type="checkbox"/> |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input type="checkbox"/> | PLANNING & ZONING BOARD | <input type="checkbox"/> |
| BUSINESS DEVELOPMENT ADVISORY BOARD | <input type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input type="checkbox"/> |
| CITIZENS BUDGET AND OVERSIGHT BOARD | <input type="checkbox"/> | SPECIAL NEEDS ADVISORY BOARD | <input type="checkbox"/> |
| SIGNAGE REVIEW COMMITTEE | <input type="checkbox"/> | ADVISORY CHARTER REVIEW BOARD | <input type="checkbox"/> |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO _____
 HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO _____
 HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES _____ NO
 ARE YOU A REGISTERED VOTER? YES NO _____

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

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Agenda Item 14A

My name is Maria de la Cruz Marquez and I have been a member of this wonderful community for the past 4 years.

I'm was also an Animal control board member for the past 2 years.

I would really like to reapply for my board position since I'm very passionate about animals and I'm sure my input can be very helpful for the city.

I have a lot of experience in rescues. I myself fix more than 50 stray cats in the island in the past months.

I also have experience with several rescues and I have volunteer at MDAC and also at the Humane society.

I would really love to have the opportunity to join this great board again so we can keep up the good work and to be able to give our residents some solutions.

Agenda Item 14A



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BOARD/COMMITTEE APPLICATION

NAME Ruth Prado DATE 11/28/2018

MAILING ADDRESS 1801 S. Treasure Drive #329, North Bay Village, FL 33141

EMAIL ruthpra@hotmail.com TELEPHONE # 786 262-7004

VILLAGE RESIDENT: YES NO

BUSINESS OWNER: YES NO

HOW MANY YEARS 3

PAST OR PRESENT _____

NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 1 year

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input checked="" type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO

ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:
 I HAVE BEEN INVOLVED WITH TNR PROGRAM FOR MANY YEARS AND HELPED IMPLEMENT THE OFFICIAL TNR PROGRAM/GRANT IN NORTH BAY VILLAGE.

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)
 THE PAST YEAR THAT I SERVED IN THE COMMITTEE GAVE ME GREAT INSIGHT ON THE NEEDS OF THE VILLAGE AND THE ANIMALS THAT ARE PART OF IT.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

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Agenda Item 14A



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BOARD/COMMITTEE APPLICATION

NAME Cecilia Veloz DATE 11/30/18

MAILING ADDRESS 7504 Bounty Ave

EMAIL ceciveloz@yahoo.com OR cecivelozoc@gmail.com TELEPHONE # 305-975-8455

VILLAGE RESIDENT: YES NO HOW MANY YEARS 5

BUSINESS OWNER: YES NO PAST OR PRESENT _____

NAME AND ADDRESS OF BUSINESS N/A

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? N/A

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input checked="" type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input checked="" type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input checked="" type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO

ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I worked in the marketing and commercial departments of L'Oreal Paris and other high end cosmetics companies.
 I created and implemented marketing plans and training manuals to be used worldwide.
 I traveled throughout the Americas evaluating retail sell thru, conducting presentations, trainings, and hosting press conferences.
 After, I worked for attorneys as a legal secretary & office Manager handling all aspects of business operations including but not limited to, client relations, accounting, training of staff, scheduling and legal research. I was the Animal Control Advisory Board Chair and a member of the Beautification board

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I moved to NBV because I felt that it had great potential for growth. I envision a beautiful, clean village that also evokes the feeling of a seaside town. Or in our case, a bayside town. I am able to work well in a group setting and take the initiative in finding solutions to problems. I was the ACAB chair and had success in working with a group of members whos personal agendas were their priority and not what was best for the village.
 Yet, I was able to lead us in a direction where we found solutions and compromise in order to reach our goals.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

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NORTH BAY VILLAGE

**OFFICIAL BALLOT
APPOINTMENT OF SUSTAINABILITY & RESILIENCY TASK FORCE
February 12, 2019 Regular Commission Meeting**

SELECT A TOTAL OF FIVE (5) RESIDENTS

- Richard Chervony, 7601 Center Bay Drive
- German DuBois, 7901 Hispanola Ave #1403
- Denise O'Brien, 7935 East Drive, #801
- Nicholas Quay, 8000 West Drive, #319
- Ana Rivera, 7611 Center Bay Drive
- Cecilia Veloz, 7504 Bounty Ave
- _____
- _____
- _____

SELECT A TOTAL OF FIVE (5) NON-RESIDENTS

- _____
- _____
- _____
- _____
- _____
- _____

Name: _____

Signature: _____

RESOLUTION NO: 2019-011

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A SUSTAINABILITY AND RESILIENCY TASK FORCE; DESCRIBING ITS COMPOSITION, AND STATING ITS GOALS, DUTIES, AND FUNCTIONS AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM AND VICE-MAYOR MARVIN WILMOTH)

WHEREAS, there is a consensus among the world's leading scientists that global climate change is among the most significant problems facing the world today; and

WHEREAS, the extraction and combustion of fossil fuels are significant sources of greenhouse gas emissions and major contributors to climate change and pollution; and;

WHEREAS, local, regional, and global economies are transitioning to low-carbon energy sources, and businesses are leaders in providing energy efficiency and renewable energy technologies and services; and

WHEREAS, the future of the fossil fuel industry is questionable given global action to reduce greenhouse gas emissions; and

WHEREAS, scientists have found that climate change poses a significant threat to the economy and impacts that are likely to include longer and more intense wildfire seasons, diminished fish and wildlife habitat, changes in precipitation patterns that will affect agriculture and hydro-electric energy generation, and increased disease vectors and invasive species; and

WHEREAS, local and regional tide data show a trend of rising sea levels and more recent data and factors suggest this trend may accelerate in the future; and

WHEREAS, Southeast Florida is considered one of the most vulnerable areas in the country with respect to the consequences of climate change and sea level rise; and

WHEREAS, Miami-Dade, Broward, Palm Beach and Monroe Counties all share in common a quality of life rooted in the region's rich cultural heritage, a vigorous economy, and environmental resources of global significance; and

WHEREAS, rising sea levels could limit the effectiveness of critical drainage infrastructure, endanger beaches and coastal natural resources and increase incidents of saltwater intrusion putting at risk the drinking water supply for the Southeast Florida population; and

WHEREAS, local governments, and the region, must give significant consideration to adaptation strategies designed to protect public infrastructure, property, water resources, natural areas and native species, and basic quality of life; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recital are true and correct and incorporated herein by reference.

Section 2. Sustainability and Resiliency Task Force; Purpose.

There is hereby created and established a committee to be known as the North Bay Village Sustainability and Resiliency Task Force (hereinafter referred to as the "NBVSRT" or "Task Force") for the purpose of providing technical assistance and advise to the North Bay Village Commission as mitigation and adaption measures to respond to global warming climate change.

Section 3. Duties and Functions. The primary responsibility of the Task Force is to advise the Village Commission as to strategies and policies with respect to the continued implementation of the implementation of the adopted plan and its updates, as well as adaptation measures to be taken in response to the challenge of global warming climate change. The Task Force shall have the following duties and functions:

1. Develop a North Bay Village Sustainability Action Plan ("Plan") and update the Plan at least every five years.
2. Conduct an audit of Village operations to identify immediate, mid-term and long-term steps and recommendations for climate change mitigation and to become a carbon neutral municipality
3. Develop a plan to assure genuine consideration of climate change, sea-level rise and carbon emissions in the execution of village tasks and decisions taken in core areas such as budgeting, planning and zoning, and strategic planning.
4. Identify and, through the Mayor and the Commission, engage local, state, national and international resources and partner organizations in support of the plan
5. Develop, as part of the Plan, an action plan to achieve the Village's strategic goal of 100% renewable energy for the Village's community electricity supply by no later than 2030, while identifying any economic, regulatory or technological challenges involved in attaining that objective.
6. Develop, as part of the Plan, a climate action plan to mandate greenhouse gas emission reduction targets and secure climate stability (mitigation) and plan for climate resilience (adaptation).

Agenda Item 15A

7. Consult with Village Departments to recommend to the Mayor and Commission code or policy changes for Council consideration that advance the policies set forth in the Plan.
8. Identify ways in which the Village can assist energy utilities to help advance the Village's renewable energy goals.
9. Identify ways the Village can expand green infrastructure strategies to reduce energy demand.
10. Identify opportunities and advocate for the development of community-based renewable energy infrastructure to achieve a goal of meeting at least 25 percent of overall community-wide energy needs (including transportation, heating, and electricity) via such infrastructure by 2023.
11. Recommend to the Mayor and Commission ways in which the Village can assist local colleges, labor groups and workforce development agencies in the creation and development of training and retraining programs to assist workers displaced by implementation of the Plan.
12. Identify strategies to limit the impacts of climate and recommend to the Mayor and Commission policies to reduce the cost-burden to low-income citizens as a result of implementing the Plan.
13. Work with the Mayor and Commission to advocate and submit appropriate written comments to appropriate bodies in support of the Village's sustainability goals, including the Florida Legislature, local and Federal agencies, and other regional climate change task forces, committees and advisory boards.

Section 4. Membership, appointment, staggered terms and removal.

(a) The Task Force shall consist of eleven (11) members appointed by the Commission, including a non-voting member of the Village Commission who shall serve as a liaison to the Commission. Task Force members shall serve without compensation. At least six (6) members shall be residents of North Bay Village. The membership as a whole shall reflect a broad range of opinion, experience, socio-economic levels races, ages, and expertise with the objective of implementing the Plan. Members should have reputations for integrity and community service and have demonstrated an interest in a field or activity related to global warming climate change.

(b) Task Force members are nominated by the Mayor and Commission and appointed by the Village Commission for a term of two (2) years.

Agenda Item 15A

(c) At the initial meeting, The Task Force Chairperson and Vice Chairperson shall be elected by a majority vote of the Task Force members in attendance

(d) Task Force members appointed by the Commission shall not be removed from office by the Commission before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, an act of moral turpitude and upon the affirmative vote of three (3) Commission members. No Task Force member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

(e) The Task Force shall hold no less than six (6) regular meetings each year.

Section 5. Fiscal Impact.

(a) The Task Force shall undertake financial impact analyses to determine potential economic impact associated with implementing and not-implementing the Plan, including negative externalities. The Task Force shall undertake analyses to determine potential economic and fiscal impacts associated with implementing and not-implementing Task Force recommendations, including negative externalities.

(b) The Task Force shall publish a fiscal impact statement for any proposed code or administrative policy change which will have an impact on Village's operations. (c) Any fiscal impact statements or analyses prepared as required by this section shall be published on the Village's website.

Section 5. Limitation of Authority. The Task Force shall have no authority to commit North Bay Village to any policies, to incur any financial obligations or to create any liability on the party of the Village. The actions and recommendations of the Task force are advisory only and shall not be binding upon the Village.

Section 6. Physical facilities, staff and supplies.

(a) The Village shall provide the Task Force with appropriate meeting facilities, together with necessary supplies and equipment.

(b) The Village Manager shall provide necessary staffing assistance to the Task Force.

(c) The Task Force may request the Commission to provide such other specialized consulting expertise as it may determine are necessary from time to time.

Agenda Item 15A

Section 7. Severability. If any section, subsection, sentence, clause or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Andreana Jackson, seconded by Vice Mayor Marvin Wilmoth. The votes were as follows:

FINAL VOTE AT ADOPTION:

Mayor Brent Latham	Yes
Vice Mayor Marvin Wilmoth	Yes
Commissioner Jose R. Alvarez	Yes
Commissioner Julianna Strout	Yes
Commissioner Andreana Jackson	Yes

PASSED AND ADOPTED this 8th day of January 2019.

Brent Latham
Mayor

ATTEST:

Graciela Mariot
Interim Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Law Office of Norman C. Powell

By:
Norman C. Powell, Village Attorney

North Bay Village Resolution 2019-011: Establishing Sustainability and Resiliency Task Force



North Bay Village

Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME RICHARD CHERVONY DATE November 8, 2018

MAILING ADDRESS 7601 Center Bay Drive

EMAIL richardchervony@gmail.com TELEPHONE # 305-751-1400

VILLAGE RESIDENT: YES NO

BUSINESS OWNER: YES NO

HOW MANY YEARS 25 year

PAST OR PRESENT _____

NAME AND ADDRESS OF BUSINESS N/A

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input checked="" type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input checked="" type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES xx NO _____

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES xx NO _____

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES xx NO _____

ARE YOU A REGISTERED VOTER? YES xx NO _____

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

Work experience: Successful Business Owner of a Multi Facility Health Center that was sold in November 2017 after 18 years in business. I am currently fully retired. I am affiliated with several Medical, Hispanic and Religious Organizations having served in some Board positions in some of them. In the Village specifically, I was a member of the now defunct Civil Service Board. I also served on two different Boards on the Planning and Zoning Board. I was appointed to the Commission on the vacant AT Large Seat in November 2010 and became the elected North Bay Island Comisioner on November 2012 completing one term.

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I am knowledgeable on the Village Charter and the Planing and Zoning Regulations, I have been active in Planning and Zoning by being a member of the Board for three years before I was appointed to the Commission. I also sat in a quasi judicial hearings while a Commissioner hearing and voting on the decisions made by the Board. In regards to Budget Oversight Board, I well instructed in the Village Budget and how it works. I have held private one on one meetings with Finance and Village Manager discussing in length and in a much deeper capacity the finances of the Village. I believe I am well versed on how the Village performs financially and can be a major asset by serving on this Board.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

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GERMAN DUBOIS

7901 Hispanola Ave. #1403
Miami, FL 33141

TheDuBoisGroup@gmail.com
646.302.0163

EXECUTIVE PROFILE

A 20 year Senior Level Management Professional with expertise in Youth Development, seeking to leverage extensive background in strategic planning, fundraising, training, outreach, recruitment, program design, personnel and project management in a nonprofit setting that includes direct service and managerial responsibilities.

EDUCATION

MASTERS OF ARTS
EDUCATIONAL POLICY
Columbia University
Teachers College
New York, NY
1992

BACHELOR OF ARTS
SOCIOLOGY
Colgate University
Hamilton, NY
1991

MILESTONES

- ✓ In 2013, led the strategic effort to launch a regional Sports Based Youth Development (SBYD) and Trauma Informed Care program, now currently servicing over 2,500 opportunity youth in Miami Dade.
- ✓ Cultivated all donor, community and sponsorship relationships resulting in over \$500,000 in funding for the SBYD regional market from partners including Nickelodeon, the Miami Heat, Miami Dolphins, Miami Marlins, & the Miami Community Foundation, received the regions first state grant from Volunteer Florida, and becoming the exclusive training partner of youth sport coaches of the Miami Marlins Foundation for the past two years.
- ✓ Created and led execution of a regional pilot program specifically to recruit, train and place, post 9/11 veterans in the SBYD coach mentoring model, at community partner sites throughout Miami Dade, resulting in national replication.
- ✓ Created and led execution of hosting the first SBYD Professional Development Conference in Miami, resulting in the direct training of over 85 youth sport coaches from various communities throughout South Florida and neighboring states.

ADDITIONAL SKILLS:

Professional Development

Sports Based Youth
Development Training

Program Design

Fundraising

Project Leadership

Community Outreach

Event Management

PROFESSIONAL EXPERIENCE

REGIONAL DIRECTOR

Up2Us Sports / Florida / March 2013 – March 2016

Ensures Up2Us Sports becomes the premier Sports-Based Youth Development coalition in Miami by creating a regional workforce of highly trained SBYD coach mentors, establishing a demand for SBYD coach training program in the region, implementing the standards by which youth programs achieve SBYD accreditation and; becoming the collective voice. Accomplishments:

- Trained 200+ community based youth sport coaches
- Increased community partnerships by 75% in three years
- Established a school-based SBYD model
- Established a county-wide SBYD park model
- Solidified Up2Us Sports as an official charity partner of the Miami Heat Foundation, for 2 consecutive years
- Established pilot for a veteran-based, coach mentoring model for national replication
- Solidified Up2Us Sports as an official charity partner of the Miami Marlins Foundation, Community Empowerment Fund for 2 consecutive years
- Solidified AJ Ramos, Miami Marlins, as local brand ambassador
- Led international delegation to train youth sports coaches in Bogota, Colombia
- Managed the region's first state grant from Volunteer Florida
- Organized World Wide Day of Play, Nickelodeon
- Selected to lead international SBYD training of youth coaches, MercyCorps - Bogota, Colombia
- Partnered with the Miami Marlins to fundraise for Up2Us Sports, Give Miami Day

Agenda Item 15A

EXPERIENCE (CONTINUED)



7901 Hispanola Ave, #1403
Miami, FL 33141

TheDuBoisGroup@gmail.com
646.302.0163

AFFILIATIONS

- Member
Greater Miami Chamber of Commerce
Nonprofit Committee
- Steering Committee
Miami Mentoring Collaborative
- Member
Association of Fundraising Professionals
Miami Dade Chapter
- Certified Trainer
National Fatherhood Initiative
- Steering Committee Member
The Children's Trust 'Read to Learn'
- Reading Squad Facilitator
South Florida Fatherhood Taskforce

ADDITIONAL TRAININGS

- Fundraising the Smart Way
Ellen Bristol Strategy Group
2015
- Up2Us Sports
Sports Based Youth Development
2013
- National Fatherhood Initiative
Washington, DC
2006

VOLUNTEER EXPERIENCE

- KABOOM Playground 2013
- Mission Continues Service Platoon 2015
- Hands On Miami 2016

Senior Program Director

Rocket Learning / Miami, FL / 2007 – 2010

Provide primary oversight and leadership of the federally funded No Child Left Behind Supplemental Educational Services tutoring programs throughout Miami Dade County Public Schools. Responsible for overall management including: School Acquisition, Teacher/Staff Recruitment, Professional Development & Training, Program Design & Implementation, Technical support with Instruction & Curriculum, Student Recruitment & Enrollment, Contract compliance and Program Reporting.

Director of Training

Informed Families / Miami, FL / 2005 – 2007

Responsible for the management and development of the Parent Coaching Model (PCM); provide leadership initiative by refining the program curriculum and accessing new markets for IF Parent Training Services to be delivered; increase the number of community organizations who enroll, by developing promotional strategies to recruit and engage parents from diverse communities; Direct all aspects of the program; supervision of staff, grant writing, contract compliance, reporting, and workshop facilitation.

Senior Trainer / Consultant

The Non-Violence Foundation / Miami, FL / 2005 -2008

Plan and facilitate classroom workshops designed to assist youth decrease unhealthy behaviors, increase academic achievement, and promote personal development using Life-Skills based curriculum and teaching methods. Provide direct one-to-one, group counseling, and prevention / intervention training programs to youth attending elementary, middle and high schools throughout Miami Dade County.

Project Director

Partnership for Afterschool Education (PASE) / NY, N.Y. / 2000-2002

Provided technical assistance and professional development training to organizations interested in developing after-school programs or enhancing existing programs. Facilitated presentations throughout NY, Georgia, Florida and California on promising practices in after-school education programs, including: site-based project management, professional development for practitioners, program design, needs assessment, youth development principles, developing program goals and objectives, tracking youth outcomes, designing age-appropriate youth activities, creating community collaborations and identifying key resources throughout the youth service field.

Assistant State Director

Board of Regents of the University System of Georgia / Atlanta, GA / 1998-2000

Through the Chancellor's Office of Academic Affairs / Pre-College Programs, I assisted in the overall management of the Postsecondary Readiness Enrichment Program (PREP) at a state-wide level. Provided primary oversight and leadership to 34 public institutions throughout the state. Conducted workshops on effective programming and professional development training seminars for PREP professional staff and coordinated the system-wide Middle School College Visitation Program. I served as liaison to the Media and Public Relations Division and developed a "Grass Roots" Admission Policy Communication Plan to increase public awareness regarding the initiative. Assisted in designing customized assessment tools for individual PREP projects, developed outreach strategies, submitted annual program reports, monitored project budgets, and developed fundraising strategies to sustain the initiative.

CONSULTING EXPERIENCE

Educational Consulting Services / The DuBois Group – FL/GA/NY / 2002-present

Provide technical support to youth serving agencies (The Childrens Trust, Miami Childrens Initiative, Overtown Youth Center, Overtown Optimist Club, Big Brother Big Sister, Florida Memorial University), via program assessment, grant writing, program model design / implementation, contract compliance, as well as customized strategic plans for maximal project success. Designed and facilitated professional development training (I.e. Youth Development 101, Trauma-Sensitive mentoring, Coaching with Outcomes, Team building), created and implemented innovative "age-appropriate" program curriculum that embodies youth development principles.

Agenda Item 15A



NORTH BAY VILLAGE

Village Hall • 1666 Kennedy Causeway, Suite 300, North Bay Village • FL 33141
Phone: 305-756-7171 • Fax: 305-756-7722 • www.nbvillage.com

BOARD/COMMITTEE APPLICATION

Name: DEANISE O'BRIEN Date: 11/13/18

Home Address: 7935 EAST DR, apt 801

Mailing Address: _____

Email: DEANO'BRIEN@ATTAIL.COM Telephone: 914 329 0339

Village Resident: Yes No How many years: Yes No

Business Owner: Yes No Business Name: _____

Business Address: _____

How long have you been operating in the village? _____

Check the board committee you would like to serve on:

- | | | | |
|---------------------------------------|-------------------------------------|-----------------------------------|-------------------------------------|
| Animal control advisory board | <input type="checkbox"/> | Community enhancement board | <input type="checkbox"/> |
| Arts, cultural & special events board | <input type="checkbox"/> | Planning & zoning board | <input type="checkbox"/> |
| Business development advisory board | <input checked="" type="checkbox"/> | Youth & education services board | <input type="checkbox"/> |
| Citizens budget and oversight board | <input type="checkbox"/> | Special needs advisory board | <input type="checkbox"/> |
| Signage review committee | <input type="checkbox"/> | <u>Environment/Sea Level Rise</u> | <input checked="" type="checkbox"/> |

Are you a registered voter? Yes No

Have you ever served on a village board/committee? Yes No

Please give a summary of your work and civic service experience:

See attached

Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute: (use additional page if necessary)

See attached

In completing this application, you are acknowledging that personal information you provide is subject to Florida Public Records Law as per Chapter 119, Florida Statutes, Article I, Section 24 of the State Constitution. You will be required to submit verification of residency (Copy of Driver's License/ID) and proof of North Bay Village Voter Registration along with your application. Additionally, members are required to complete four (4) hours of Ethics Training during their term of Office. Once appointed, all Board Members are required to complete Financial Disclosure Forms annually. Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement."

Denise O'Brien
7935 East Drive apt 801
North bay Village

Summary of work and civil service experience

In 1991, I became Head of Division for Environment and Energy for the International Chamber of Commerce in Paris where I participated in the negotiations of the 1992 UN Earth Summit, the UN Conventions on Climate Change, Biodiversity and Hazardous Wastes and the ISO 14000 international standards for environmental management systems.

In 1997, I became an international civil servant when I join the United Nations Secretariat where I served for 20 years. Among other responsibilities, I developed the first multi-stakeholder dialogue (governments, private sector and NGOs) in the Commission for Sustainable Development and worked for Secretary-General Kofi Annan in the creation the UN Global Compact on corporate social responsibility which included most of the major global corporations, as well as small and medium size enterprises world-wide.

I earned a BA and MA from the University of Pennsylvania and MPhil from Columbia University.

How my background qualifies me to serve on the Business Development and/or Environment and Rising Sea level boards:

In the past twenty years, our society has become aware of the need to ensure that our continued development is sustainable and does not have negative effects on the wellbeing of individuals and the environment of the planet. My career has been dedicated to this concept of sustainable development and I worked with governments, NGOs and the private sector to achieve this goal. As a small community, North Bay Village is now facing the daunting challenge of securing investment and new businesses, while also addressing the real risks posed by climate change such as rising sea levels and increased occurrence of extreme weather conditions such as hurricanes and tropical storms. My experience will allow me to contribute to the process of identifying and analyzing what are the main risks to our village, and then to implement projects to address them working with other municipalities and government agencies when needed. Having worked with companies both small and large, I understand how to help bridge their business needs and interests, and the interests of the residents of our village.

Agenda Item 15A



NORTH BAY VILLAGE

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BOARD/COMMITTEE APPLICATION

Name: Nickolas Quay Date: 1-3-18
 Home Address: 6000 West Dr # 319 North Bay Village FL 33141
 Mailing Address: _____
 Email: Nick@NickQuay.com Telephone: 786-797-3162

Village Resident: Yes No How many years: 2 Yes No
 Business Owner: Yes No Business Name: _____
 Business Address: _____

How long have you been operating in the village? _____

Check the board committee you would like to serve on:

- | | | | |
|---------------------------------------|-------------------------------------|--|-------------------------------------|
| Animal control advisory board | <input type="checkbox"/> | Community enhancement board | <input type="checkbox"/> |
| Arts, cultural & special events board | <input type="checkbox"/> | Planning & zoning board | <input checked="" type="checkbox"/> |
| Business development advisory board | <input checked="" type="checkbox"/> | Youth & education services board | <input type="checkbox"/> |
| Citizens budget and oversight board | <input type="checkbox"/> | Special needs advisory board | <input type="checkbox"/> |
| Signage review committee | <input type="checkbox"/> | environmental impact
sea level rise | <input checked="" type="checkbox"/> |
- Are you a registered voter? Yes No
 Have you ever served on a village board/committee? Yes No

Please give a summary of your work and civic service experience:

Business Development Advisory Board

Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute: (use additional page if necessary)

15 years in Hospitality Management
13 years in local Real Estate
including business development & community outreach

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Agenda Item 15A



NORTH BAY VILLAGE

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BOARD/COMMITTEE APPLICATION

Name: Ana Rivera Date: 11/26/2018
 Home Address: 7611 Center Bay Drive
 Mailing Address: Same as above
 Email: anarivera722@netscape.net Telephone: (305) 734-15818 Home
(305) 498-9544
 Village Resident: Yes No How many years: 15 Yes No
 Business Owner: Yes No Business Name: _____
 Business Address: _____

How long have you been operating in the village? _____

Check the board committee you would like to serve on:

- | | | | |
|---------------------------------------|--------------------------|----------------------------------|-------------------------------------|
| Animal control advisory board | <input type="checkbox"/> | Community enhancement board | <input checked="" type="checkbox"/> |
| Arts, cultural & special events board | <input type="checkbox"/> | Planning & zoning board | <input type="checkbox"/> |
| Business development advisory board | <input type="checkbox"/> | Youth & education services board | <input type="checkbox"/> |
| Citizens budget and oversight board | <input type="checkbox"/> | Special needs advisory board | <input type="checkbox"/> |
| Signage review committee | <input type="checkbox"/> | | |

Are you a registered voter?

Yes No

Have you ever served on a village board/committee?

Yes No

Climate change or water use board

① Please give a summary of your work and civic service experience:

Work: Sandoz Pharmaceutical - medical representative
University of Miami - Research →

② Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute: (use additional page if necessary)

I have a clear vision of what North Bay Village needs to improve. I have seen many cities not only around Miami but around →

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① CIVIC SERVICE:

- American Diabetes Association (ADA) member and planning committee for annual walk.
- Saint Vincent De Paul Society member and food drive volunteer.
- South Florida Hispanic Chamber of Commerce member - events
-

② the world. I have been a resident for 15 yrs, I have directly experience the lack of changes regarding community enhancement. I firmly believe this cycle of no change must change. In order to make our city better and more appealing to potential buyers.

I also see the need to be prepare for water rise and climate change. We must prepare our city now and embrace climate change.

Agenda Item 15A



North Bay Village

Administrative Offices
 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
 Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME Cecilia Veloz DATE 11/30/18

MAILING ADDRESS 7504 Bounty Ave

EMAIL ceciveloz@yahoo.com OR cecivelozoc@gmail.com TELEPHONE # 305-975-8455

VILLAGE RESIDENT: YES NO HOW MANY YEARS 5

BUSINESS OWNER: YES NO PAST OR PRESENT _____

NAME AND ADDRESS OF BUSINESS N/A

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? N/A

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input checked="" type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input checked="" type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input checked="" type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input type="checkbox"/>

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO

ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I worked in the marketing and commercial departments of L'Oreal Paris and other high end cosmetics companies.
 I created and implemented marketing plans and training manuals to be used worldwide.
 I traveled throughout the Americas evaluating retail sell thru, conducting presentations, trainings, and hosting press conferences.
 After, I worked for attorneys as a legal secretary & office Manager handling all aspects of business operations including but not limited to, client relations, accounting, training of staff, scheduling and legal research. I was the Animal Control Advisory Board Chair and a member of the Beautification board

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I moved to NBV because I felt that it had great potential for growth. I envision a beautiful, clean village that also evokes the feeling of a seaside town. Or in our case, a bayside town. I am able to work well in a group setting and take the initiative in finding solutions to problems. I was the ACAB chair and had success in working with a group of members whos personal agendas were their priority and not what was best for the village.
 Yet, I was able to lead us in a direction where we found solutions and compromise in order to reach our goals.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

Submit Form

Agenda Item 15B



**NORTH BAY VILLAGE
OFFICIAL BALLOT
APPOINTMENT OF CITIZENS BUDGET & OVERSIGHT BOARD MEMBERS
FEBRUARY 12, 2019
COMMISSION MEETING**

(SELECT (1) MEMBERS)

(Pursuant to §32.72 of Village Code, Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island, and two at large members. Currently there is no member from Harbor Island.)

North Bay Island

- Kip Dugal, 7710 Center Bay Drive
- _____
- _____

Treasure Island

- Lidia Cantave, 1555 North Treasure Drive, #203
- Kendra F. Batineh, 1865 79th Street Cswy, #1i
- _____
- _____

Harbor Island

- Faith Swan, 7905 East Drive, #8A
- _____
- _____

Name: _____

Signature: _____



NORTH BAY VILLAGE

Agenda Item 15B

Village Hall • 1666 Kennedy Causeway, Suite 300, North Bay Village • FL 33141
Phone: 305-756-7171 • Fax: 305-756-7722 • www.nbvillage.com

QAM
11/30/18

BOARD/COMMITTEE APPLICATION

Name: Faith Swan Date: Nov 29, 2018

Home Address: 7905 East Drive #8A NBV, FL 33141

Mailing Address: " "

Email: Dreamsb14@gmail.com Telephone: 305.803.7280

Village Resident: Yes No How many years: Yes No

Business Owner: Yes No Business Name: _____

Business Address: _____

How long have you been operating in the village? _____

Check the board committee you would like to serve on:

- | | | | |
|---------------------------------------|-------------------------------------|----------------------------------|-------------------------------------|
| Animal control advisory board | <input checked="" type="checkbox"/> | Community enhancement board | <input checked="" type="checkbox"/> |
| Arts, cultural & special events board | <input checked="" type="checkbox"/> | Planning & zoning board | <input type="checkbox"/> |
| Business development advisory board | <input type="checkbox"/> | Youth & education services board | <input checked="" type="checkbox"/> |
| Citizens budget and oversight board | <input checked="" type="checkbox"/> | Special needs advisory board | <input type="checkbox"/> |
| Signage review committee | <input type="checkbox"/> | | |

Are you a registered voter? Yes No
Have you ever served on a village board/committee? Yes No

Please give a summary of your work and civic service experience:

I volunteered for my committee running Treasure Coast Reuse Center in Port St. Lucie for many years. We collected trash in our neighborhoods and ran a reuse center where we collected unwanted items and gave to people in need in the community, as well as making & refurbishing trash to treasure!

Please comment on how you think your background qualifies you to serve on this board and what you may be able to contribute: (use additional page if necessary)

I am very passionate about reduce, recycle, reuse, & reinvent! I believe we can evoke change on the Island to have a cleaner more beautiful place to live! Recycling & renewable resources is very important to me & I hope to bring awareness & change to my community!

In completing this application, you are acknowledging that personal information you provide is subject to Florida Public Records Law as per Chapter 119, Florida Statutes, Article I, Section 24 of the State Constitution. You will be required to submit verification of residency (Copy of Driver's License/ID) and proof of North Bay Village Voter Registration along with your application. Additionally, members are required to complete four (4) hours of Ethics Training during their term of Office. Once appointed, all Board Members are required to complete Financial Disclosure Forms annually. Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement."

Agenda Item 15B



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME Kendra F Batinek DATE 02/06/2019
 MAILING ADDRESS 1865 79th street cswy Opt 1c, North Bay Village
 EMAIL batinek62@gmail.com TELEPHONE # (305) 827-8233
 VILLAGE RESIDENT: YES X NO _____ HOW MANY YEARS 3
 BUSINESS OWNER: YES _____ NO X PAST OR PRESENT _____
 NAME AND ADDRESS OF BUSINESS N/A

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY BOARD	<input type="checkbox"/>	COMMUNITY ENHANCEMENT BOARD	<input type="checkbox"/>
ARTS, CULTURAL & SPECIAL EVENTS BOARD	<input type="checkbox"/>	PLANNING & ZONING BOARD	<input type="checkbox"/>
BUSINESS DEVELOPMENT ADVISORY BOARD	<input type="checkbox"/>	YOUTH & EDUCATION SERVICES BOARD	<input type="checkbox"/>
CITIZENS BUDGET AND OVERSIGHT BOARD	<input checked="" type="checkbox"/>	SPECIAL NEEDS ADVISORY BOARD	<input type="checkbox"/>
SIGNAGE REVIEW COMMITTEE	<input type="checkbox"/>	ADVISORY CHARTER REVIEW BOARD	<input type="checkbox"/>

ARE YOU A REGISTERED VOTER? YES X NO _____

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES _____ NO X

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

See attached

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

see attached

(Board Meetings are scheduled during evening hours. All Board Members are required to disclose their Financial Interest annually. Additionally, (4) four hours of Ethics Training are required for all Board members during their term of Office. Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement. Verification of residency (Copy of Driver's License/ID) and North Bay Village Voter is required.

Agenda Item 15B



North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME KIP DUGAL DATE 11/30/2018
MAILING ADDRESS 7710 CENTER BAY DRIVE NORTH BAY VILLAGE FLORIDA 33141
EMAIL KIP@KIPDUGAL.COM TELEPHONE # 305-510-8295
VILLAGE RESIDENT: YES NO
BUSINESS OWNER: YES NO HOW MANY YEARS 7
PAST OR PRESENT NO
NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? N/A

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- | | | | |
|---------------------------------------|-------------------------------------|----------------------------------|-------------------------------------|
| ANIMAL CONTROL ADVISORY BOARD | <input type="checkbox"/> | COMMUNITY ENHANCEMENT BOARD | <input checked="" type="checkbox"/> |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input type="checkbox"/> | PLANNING & ZONING BOARD | <input checked="" type="checkbox"/> |
| BUSINESS DEVELOPMENT ADVISORY BOARD | <input type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input type="checkbox"/> |
| CITIZENS BUDGET AND OVERSIGHT BOARD | <input checked="" type="checkbox"/> | SPECIAL NEEDS ADVISORY BOARD | <input type="checkbox"/> |
| SIGNAGE REVIEW COMMITTEE | <input type="checkbox"/> | ADVISORY CHARTER REVIEW BOARD | <input type="checkbox"/> |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES X NO _____
HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES X NO _____
HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES _____ NO X
ARE YOU A REGISTERED VOTER? YES X NO _____

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

CORPORATE MANGEMENT · TECHNOLOGY SPECIALIST · PROPERTY MANAGEME

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

As a General manager managing high rise luxury condominiums working for the Board of Directors and guiding them through legal process Budget formulation Property management compliance with building code and enforcement Condo Operati and service enhancement for quality living experience are some of focus areas of mv w

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form I, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

Submit Form

EM

Agenda Item 15B



North Bay Village

Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME Lidia Cantave DATE 11-13-18

MAILING ADDRESS 1555 North Treasure DR 203 North Bay Village FL 33141

EMAIL lidpandora@aol.com TELEPHONE # 7865546188

VILLAGE RESIDENT: YES NO HOW MANY YEARS 8 about

BUSINESS OWNER: YES NO PAST OR PRESENT _____

NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- | | | | |
|---------------------------------------|-------------------------------------|----------------------------------|-------------------------------------|
| ANIMAL CONTROL ADVISORY BOARD | <input type="checkbox"/> | COMMUNITY ENHANCEMENT BOARD | <input type="checkbox"/> |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input type="checkbox"/> | PLANNING & ZONING BOARD | <input type="checkbox"/> |
| BUSINESS DEVELOPMENT ADVISORY BOARD | <input type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input checked="" type="checkbox"/> |
| CITIZENS BUDGET AND OVERSIGHT BOARD | <input checked="" type="checkbox"/> | SPECIAL NEEDS ADVISORY BOARD | <input type="checkbox"/> |
| SIGNAGE REVIEW COMMITTEE | <input type="checkbox"/> | ADVISORY CHARTER REVIEW BOARD | <input type="checkbox"/> |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES x NO _____

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES _____ NO x

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES _____ NO x

ARE YOU A REGISTERED VOTER? YES x NO _____

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

Volunteer and leader in Cub Scouts and Boy Scouts, School MVP(PTA), school fundraising, school volunteer for all activities, EESAC, classroom parent, involved in planning and executing multiple youth events camping trips, carnivals, dances, field trips etc. Worked to keep PAL Summer in town budget.
Work for a medical practice in budgeting and accounts receivable.

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I have experience working for a medical practice with multiple locations on their budget and accounts receivable. I am highly involved with the scouting program and serve as a leader planning and coordinating to meet the needs of our scouts from earning rank, fundraising, to planning events.
I am on the PTA(MVP) and EESAC at my sons school involved in all activities and fund raising. I organized PAL Summer Camp parents to come together and bring our concerns to the commission to keep the camp in the budget. I have attended village workshops and met with finance to discuss my concerns at a local level.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement". Verification of residency and North Bay Village Voter is required (Voter Registration Card/Driver License/ID).

Submit Form

Harbor Island Paw Park

- More parking
- Shaded Structures for Resting
- Water Fountains
- Obstacle Course
- Running Field
- Small Dog Play Area



NOTES BY RITCH HOLDEN. 1.30.2019

Agenda Item 15D

2/3/2019

North Bay Village, FL Code of Ordinances

7.02. - Independent audits.

At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the Village and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the Village government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the Village Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Village. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the Village government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

Agenda Item 15D



January 5, 2017

Mr. Frank Rollason, Village Manager
And Members of the Village Commission
North Bay Village
1666 Kennedy Causeway, Third Floor
North Bay Village, FL 33141

Dear Mr. Rollason and Commission Members:

We are pleased to confirm our understanding of the services we are to provide North Bay Village (the "Village") for the years ended September 30, 2017 and 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Village as of and for the years ended September 30, 2017 and 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Funding Progress - OPEB
3. Schedules of Proportionate Share of Net Pension Liability
4. Schedules of Contributions
5. Schedules of Investment Returns

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Budgetary Comparison Schedules
3. Combining and Individual Nonmajor Fund Statements

Agenda Item 15D

North Bay Village

-2-

January 5, 2017

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory Section
2. Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Chapter 10.550, Rules of the Auditor General report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance; the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Village Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

Agenda Item 15D

North Bay Village

-4-

January 5, 2017

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, Rules of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and Chapter 10.550, Rules of the Auditor General for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the Village in conformity with U.S. generally accepted accounting principles, the Uniform Guidance and Chapter 10.550, Rules of the Auditor General based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Agenda Item 15D

North Bay Village

-5-

January 5, 2017

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

Agenda Item 15D

North Bay Village

-6-

January 5, 2017

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Agenda Item 15D

North Bay Village

-7-

January 5, 2017

The audit documentation for this engagement is the property of Keefe McCullough and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Village personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Village. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be as follows:

	<u>2017</u>	<u>2018</u>
CAFR - w/o statistical tables	\$ 38,000	\$ 39,000
Statistical tables	<u>2,000</u>	<u>2,000</u>
Annual financial report	\$ <u>40,000</u>	\$ <u>41,000</u>
Federal single audit	\$ 2,000	\$ 2,000
State single audit	\$ 2,000	\$ 2,000
Children's Trust	\$ 2,500	\$ 2,500

Our invoices for these services will be rendered each month as work progresses and are payable on presentation. This engagement may be renewed based on the mutual agreement to all terms, including fees, of both parties.

We appreciate the opportunity to be of service to the Village and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KEEFE McCULLOUGH



Cynthia L. Calvert, C.P.A.

RESPONSE:

This letter correctly sets forth the understanding of North Bay Village.


Management Signature

VILLAGE MANAGER
Title

12/12/17
Date

KMCcpa.com | 6550 N Federal Hwy, 4th Floor, Fort Lauderdale, FL 33308 Phone: 954.771.0896 Fax: 954.938.9353

Agenda Item 15D

RESOLUTION NO. 2017-004

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA EXTENDING THE ENGAGEMENT OF KEEFE, MCCULLOUGH & CO., LLP, A CERTIFIED PUBLIC ACCOUNTANT, TO CONDUCT THE ANNUAL FINANCIAL AUDITS FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2017 AND SEPTEMBER 30, 2018; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Section 7.02 of the Village Charter requires the Village Commission to designate a qualified certified public accountant to conduct its annual financial audits; and

WHEREAS, pursuant to Resolution 2014-85, the Village entered into an agreement with Keefe, McCullough & Co., LLP to conduct the annual financial audits of the Village for the 2014, 2015 and 2016 fiscal years with two one-year-options to renew the agreement; and

WHEREAS, pursuant to Section 218.391(8) Florida Statutes and the contract subject to Resolution 2014-85, the Village desires to exercise its options to renew and extend the engagement of Keefe, McCullough & Co., LLP to include the annual financial audits for the fiscal years ending September 30, 2017 and September 30, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA:

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

Section 2. Approval of the Agreement. The Letter of Engagement of Keefe, McCullough & Co., LLP to conduct the annual financial audits for North Bay Village for the fiscal year ending September 30, 2017 and September 30, 2018, a copy of which is attached as Exhibit "1," is hereby accepted and approved.

Section 3. Authorization of Expenditure. The Village Manager is authorized to expend budgeted funds as necessary to implement the terms of this Resolution.

Agenda Item 15D

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Eddie Lim, who moved for its adoption. This motion was seconded by Commissioner Andreana Jackson, and upon being put to a vote, the vote was as follows:

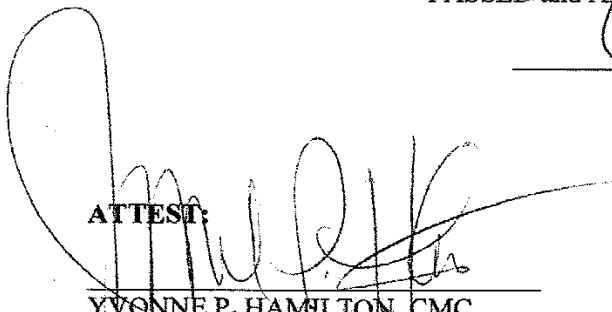
FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	<u>No</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Jose Alvarez	<u>Yes</u>
Commissioner Dr. Douglas Hornsby	<u>No</u>
Commissioner Andreana Jackson	<u>Yes</u>


PASSED and ADOPTED this 10th day of January 2017.


MAYOR CONNIE LEON-KREPS

ATTEST:


YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:


Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Keefe McCullough & Co., LLC-FY 2017 and FY 2018 Financial Audits

Agenda Item 15D



October 10, 2014

Mr. Frank Rollason, Village Manager
and Members of the Village Commission
North Bay Village
1666 Kennedy Causeway, Third Floor
North Bay Village, FL 33141

Dear Mr. Rollason and Commission Members:

We are pleased to confirm our understanding of the services we are to provide North Bay Village, Florida (the "Village") for the years ended September 30, 2014, 2015 and 2016 with the option to perform these services for two (2) additional years. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Village as of and for the years ended September 30, 2014, 2015 and 2016 with the option to perform these services for two (2) additional years. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Funding Progress – Other Post-Employment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

1. Schedule of Expenditures of Federal Awards and State Financial Assistance
2. Budgetary Comparison Schedules
3. Combining and Individual Nonmajor Fund Statements

Agenda Item 15D

North Bay Village, Florida

-2-

October 10, 2014

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory Section
2. Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and Chapter 10.550, *Rules of the Auditor General*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General* report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A- 133 and Chapter 10.550, *Rules of the Auditor General*. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; the Florida Single Audit act and Chapter 10.550, *Rules of the Auditor General* and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Village Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Agenda Item 15D

North Bay Village, Florida

-4-

October 10, 2014

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date the schedule of expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Agenda Item 15D

North Bay Village, Florida

-5-

October 10, 2014

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General* requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement and Chapter 10.550, *Rules of the Auditor General* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and Chapter 10.550, *Rules of the Auditor General*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Agenda Item 15D

North Bay Village, Florida

-7-

October 10, 2014

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Keefe McCullough and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Keefe McCullough personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the agencies listed above. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be as follows:

	Base Years			Renewal Period	
	2014	2015	2016	2017	2018
CAFR – w/o statistical tables	\$ 35,000	\$ 36,000	\$ 37,000	\$ 38,000	\$ 39,000
Statistical tables	5,000	2,000	2,000	2,000	2,000
Annual financial report	\$ 40,000	\$ 38,000	\$ 39,000	\$ 40,000	\$ 41,000
Federal single audit	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
State single audit	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Children's Trust	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500

Our invoices for these services will be rendered each month as work progresses and are payable on presentation. This engagement may be renewed based on the mutual agreement to all terms, including fees, of both parties.

Agenda Item 15D

North Bay Village, Florida

-8-

October 10, 2014

The above fees are based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Any requested work outside the scope of the audit will be discussed in advance with the Village's Finance Director and billed at the hourly rates.

We agree, at your request, to make quarterly reports to the Village Commission at regularly scheduled meetings including an update of the Village's finances, as well as the Finance Department's progress in meeting performance measures. We also agree to present the audited financial statements to the Village Commission in April of each year.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review accompanies this letter.

We appreciate the opportunity to be of service to the Village and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KEEFE McCULLOUGH



Cynthia L. Calvert, C.P.A.

RESPONSE:

This letter correctly sets forth the understanding of North Bay Village.



Frank Rollason, Village Manager

10/13/14

Date



Abbott, Jordan & Koon, LLC

CERTIFIED PUBLIC ACCOUNTANTS

P.O. Box 609 □ 405 Second Street □ Manchester, GA 31816
(706) 846-8401 □ Fax (706) 846-3370

SYSTEM REVIEW REPORT

To the owners
Keefe, McCullough & Co., LLP
And the Peer Review Committee of the Florida Institute of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Keefe, McCullough & Co., LLP (the firm) in effect for the year ended August 31, 2011. Our review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/summary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Keefe, McCullough & Co., LLP in effect for the year ended August 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Keefe, McCullough & Co., LLP has received a peer review rating of *pass*.

A handwritten signature in black ink, appearing to read 'Jordan Koon', written over a horizontal line.

Manchester, Georgia
December 7, 2011



FICPA Peer Review Program
Administered in Florida by the
Florida Institute of CPAs



AICPA Peer Review Program
Administered in Florida by the
Florida Institute of CPAs

April 24, 2012

Joseph D. Leo, CPA
Keefe, McCullough & Co., LLP
6550 N. Federal Hwy., Ste. 410
Fort Lauderdale, FL 33308

Dear Mr. Leo:

It is my pleasure to notify you that on April 24, 2012 the Florida Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is February 28, 2015. This is the date by which all review documents should be completed and submitted to the administering entity. If your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

A handwritten signature in cursive script that reads "Paul N. Brown".

Paul N. Brown
Director of Technical Services
brownp@ficpa.org

cc: David C. Jordan, CPA

Firm Number: 10036786

Review Number: 327539



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

KEEFE, MCCULLOUGH & COMPANY, LLP

For having a system of quality control for its accounting and auditing practice in effect for the year ended August 31, 2011 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in black ink that reads "Tracey C. Golden".

Tracey Golden, Chair
AICPA Peer Review Board
2012



Agenda Item 16A

North Bay Village

Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141
TUESDAY, OCTOBER 9, 2018
6:30 P.M.**

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. CALL TO ORDER

The Commission of North Bay Village, Florida met in regular session, October 9, 2018, beginning at 6:35 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was recited in unison.

ROLL CALL

Present were the following:

- Mayor Connie Leon-Kreps
- Vice Mayor Andreana Jackson
- Commissioner Jose Alvarez
- Commissioner Laura Cattabriga
- Commissioner Eddie Lim

ALSO PRESENT:

- Village Attorney Norman C. Powell
- Interim Village Manager Lewis Velken
- Interim Village Clerk Graciela Mariot
- Finance Director Bert Wrains
- Acting Chief Brian Collins
- Code Enforcement Supervisor Maurice Murray

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A. PROCLAMATIONS AND AWARDS

1. **Swearing in Officer Bony Herrera**
2. **Oath of Office Code Enforcement Officer Tuchette Torres-Lee**

Mr. Herrera and Mrs. Torres-Lee were sworn in and welcomed as new members of North Bay Village Team.

3. **Honoring Women in Public Service “Ms. Linda Johnson”**

Ms. Johnson was presented with a plaque for her commitment to the education of Treasure Island Elementary students.

B. CITIZEN PRESENTATIONS TO THE COMMISSION

None

C. ADDITIONS AND DELETIONS

3. **GOOD & WELFARE**

Scott Greenwald of 1415 NE 79th Street addressed the Commission.

4. **VILLAGE COMMISSION’S REPORT**

Mayor Connie Leon-Kreps provided a recap of her tenure in the Village.

Vice Mayor Andreana Jackson provided an update of the infrastructure construction in Harbor Island and thanked the residents for attending Yoga by the Bay event.

Commissioner Laura Cattabriga thanked the residents and Vice Mayor Jackson for an awesome Yoga Event.

Commissioner Eddie Lim provided a recap of his tenure in the Village to include suggestions to the administration to change the Village’s current image.

Commissioner Jose Alvarez shared his experience during his ride-along with North Bay Village police.

5. **GRANT WRITER’S REPORT**

Village Grant Writer LaKeesha Morris reported on the status of Village grants.

6. **ADVISORY BOARD REPORTS**

A. ARTS, CULTURAL & SPECIAL EVENTS BOARD

A report was not provided.

B. ANIMAL CONTROL ADVISORY BOARD

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A report was not provided.

C. BUSINESS DEVELOPMENT ADVISORY BOARD

A report was not provided.

D. CITIZENS BUDGET & OVERSIGHT BOARD

A report was not provided.

E. COMMUNITY ENHANCEMENT BOARD

A report was not provided.

F. PLANNING & ZONING BOARD

A report was not provided.

7. VILLAGE ATTORNEY'S REPORT

Village Attorney Norman Powell gave an oral report.

8. VILLAGE MANAGER'S REPORT

Interim Village Manager Lewis Velken gave an oral report addressing the update on the Sakura lot demolition project

In addition, Village Manager introduced the Interim Village Clerk Graciela Mariot's report. Mrs. Mariot provided a summary of the current assessment of the Office of the Village Clerk to include strategic plan.

9. CONSENT AGENDA: (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

A. A RESOLUTION OF THE COUNCIL OF NORTH BAY VILLAGE, FLORIDA, APPROVING AND AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION FOR THE 2018 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, AGREEING TO EXECUTE AN AGREEMENT FOR THE GRANT IF THE GRANT IS AWARDED TO THE VILLAGE, AND TO PROVIDE MATCHING FUNDS; PROVIDING AN EFFECTIVE DATE.

The Interim Village Clerk read the Resolution by title.

Vice Mayor Jackson moved to approve the Resolution, and Commissioner Laura Cattabriga seconded the motion.

150 The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice
151 Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-
152 Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner
153 Laura Cattabriga all voting Yes.

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155 **10. ORDINANCES FOR FIRST READING AND RESOLUTIONS**

156
157 **A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,**
158 **FLORIDA, APPROVING A REQUEST BY BENIHANA NATIONAL OF**
159 **FLORIDA CORP. FOR SITE PLAN APPROVAL, PURSUANT TO SECTION**
160 **5.4(C) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT**
161 **CODE FOR CONSTRUCTION OF A NEW 9,215 SQUARE FOOT, 34 FOOT**
162 **HIGH COMMERCIAL STRUCTURE (SINGLE STORY RESTAURANT) AT**
163 **1665 79TH STREET CAUSEWAY, TREASURE ISLAND, PROVIDING FOR**
164 **GRANTING THE REQUEST; PROVIDING FOR CONDITIONS;**
165 **PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF**
166 **CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**
167 **(INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

168
169 The Interim Village Clerk read the Resolution by title.

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171 Village Planner Ben Smith and Jim LaRue explained the item was approved by
172 the Planning and Zoning Board and requested the item be deferred pending
173 the Shoreline Committee's approval of the site plan.

174
175 Commissioner Laura Cattabriga moved to defer the item, and Commissioner
176 Eddie Lim seconded the motion.

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178 The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice
179 Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie
180 Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and
181 Commissioner Laura Cattabriga all voting Yes.

182
183 **B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,**
184 **FLORIDA, APPROVING A REQUEST BY BENIHANA NATIONAL OF**
185 **FLORIDA CORP. OWNER OF THE BUSINESS ESTABLISHMENT TO BE**
186 **LOCATED AT 1665 79TH STREET CAUSEWAY, TREASURE ISLAND,**
187 **NORTH BAY VILLAGE, FLORIDA FOR VARIANCE PURSUANT TO**
188 **SECTION 11.10 OF THE VILLAGE UNIFIED LAND DEVELOPMENT**
189 **CODE TO ALLOW FAÇADE SIGNS ON THE SOUTH, EAST, AND NORTH**
190 **SIDES OF THE PROPOSED RESTAURANT, WHERE SECTION 11.9 (C)**
191 **ALLOWS FAÇADE SIGNS ONLY ON THE BAY FRONTAGE AND ONE**
192 **OTHER FRONTAGE; PROVIDING FOR CONDITIONS; PROVIDING FOR**
193 **APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND**
194 **PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM**
195 **VILLAGE MANAGER LEWIS VELKEN)**

196
197 The Interim Village Clerk read the Resolution by title.
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199 Village Planner Ben Smith and Jim LaRue explained the item was approved by
200 the Planning and Zoning Board and requested the item be deferred pending
201 the Shoreline Committee's approval of the site plan.

202
203 Commissioner Laura Cattabriga moved to defer the item, and Commissioner
204 Eddie Lim seconded the motion.

205
206 The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice
207 Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie
208 Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and
209 Commissioner Laura Cattabriga all voting Yes.

210
211 **C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,**
212 **FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 9.12(B) OF**
213 **THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FOR THE**
214 **CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1700 SOUTH**
215 **TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT**
216 **LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE**
217 **REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL;**
218 **PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE**
219 **DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS**
220 **VELKEN)**

221
222 Village Attorney Norman Powell read the instructions for Quasi-Judicial
223 Proceedings according to Village Charge.

224
225 The Interim Village Clerk read the Resolution by title and administered the
226 oath.

227
228 Village Planner Ben Smith and Jim LaRue presented their staff report to the
229 Commission recommending approval.

230
231 The Mayor opened the floor to public hearing.

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233 Mr. Edward Martos, Esq. of Weiss Serota Helfman Cole & Bierman, 2525 Ponce
234 De Leon Blvd, Coral Gables, FL, on behalf of the applicant presented supporting
235 documentation and requested approval. In addition, Mr. Martos included Mr.
236 James McKenzie, project engineer testimony regarding the request.

237
238 Dr. Paul Norris of 1690 South Treasure Drive, addressed the Commission and
239 presented documentation and requested denial of the request.

240
241 After the parties were provided ability to cross examine each other, and there
242 being no other speakers, the Mayor closed the floor to public hearing.

243
244 Commissioner Laura Cattabriga moved to adopt the item, and
245 Commissioner Eddie Lim seconded the motion.

246
247 The motion failed by a 4-1 roll call vote. The vote was as follows: Vice Mayor
248 Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-Kreps,

249 Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting No
250 and Commissioner Eddie Lim voted Yes.

251
252 **D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,**
253 **FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-**
254 **HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-07) TO**
255 **CONDUCT A TRAFFIC OPERATIONS ANALYSIS OF SR934/NE 79TH**
256 **STREET CAUSEWAY; AT A LUMP SUM AMOUNT OF \$15,000;**
257 **AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS**
258 **TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT;**
259 **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT**
260 **AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**
261 ***(INTRODUCED BY COMMISSIONER JOSE ALVAREZ)***

262 The Interim Village Clerk read the Resolution by title.

263
264
265 Commissioner Jose Alvarez provided explanation for the request of a traffic
266 study to alleviate the traffic in Harbor Island.

267
268 Rachel Streitfeld of 1455 N Treasure Drive addressed the Commission.

269
270 Commissioner Laura Cattabriga moved to adopt the item, and Mayor Connie
271 Leon-Kreps seconded the motion.

272
273 The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice
274 Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-
275 Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and
276 Commissioner Laura Cattabriga all voting Yes.

277
278 • **Commission Action**

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280 **E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,**
281 **FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-**
282 **HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 18-08) TO**
283 **PROVIDE PROFESSIONAL ENGINEERING SERVICES TO CONVERT**
284 **EXISTING CAD FILES AND AS-BUILT DATA FOR THE VILLAGE'S**
285 **WATER AND WASTEWATER DISTRIBUTION SYSTEM TO GIS FORMAT**
286 **FOR COORDINATION AND SUBMITTAL TO THE MIAMI-DADE COUNTY**
287 **DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES AT A**
288 **LUMP SUM AMOUNT OF \$22,300; AUTHORIZING VILLAGE OFFICIALS**
289 **TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE**
290 **PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO**
291 **EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN**
292 **EFFECTIVE DATE. *(INTRODUCED BY INTERIM VILLAGE MANAGER***
293 ***LEWIS VELKEN)***

294
295 The Interim Village Clerk read the Resolution by title.

296
297 Gary Ratay of Kimley-Horn provided an explanation for the CAD submission
298 requirement.

299

300 Vice Mayor Andreana Jackson moved to adopt the item, and Commissioner
301 Eddie Lim seconded the motion.

302
303 The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice
304 Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-
305 Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and
306 Commissioner Laura Cattabriga all voting Yes

307
308 **F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,**
309 **FLORIDA, APPROVING A REQUEST BY ATKINSON TRUST, LLC TO**
310 **AMEND THE COVENANT RUNNING WITH THE LAND RECORDED AT**
311 **BOOK 16914 PAGE 0872 FOR PROPERTY GENERALLY LOCATED AT**
312 **1850 79TH STREET CAUSEWAY TO ALLOW REDEVELOPMENT OF THE**
313 **PROPERTY FOR PARKING FOR GRANDVIEW PALACE AND**
314 **ADDITIONAL USES AS PERMITTED BY THE VILLAGE LAND**
315 **DEVELOPMENT REGULATIONS; PROVIDING AUTHORIZATION AND**
316 **PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE**
317 **MANAGER LEWIS VELKEN)**

318
319 The Interim Village Clerk read the Resolution by title.

320
321 Village Planner Jim LaRue introduced the item and explain the parking spaces
322 needed for Grandview Palace have not been removed.

323
324 Kathryn Mehaffey, of Weiss Serta Helfman Cole & Bierman provided
325 information on behalf of Adkison Trust and Baranoff Holdings explaining the
326 covenant will allow for the property to be redeveloped.

327
328 Vice Mayor Andreana Jackson moved to adopt the item, and Commissioner
329 Laura Cattabriga seconded the motion.

330
331 The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice
332 Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-
333 Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and
334 Commissioner Laura Cattabriga all voting Yes.

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338 **11. PUBLIC HEARINGS ITEMS INCLUDING ORDINANCES FOR SECOND**

339 **READING:** Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when she
340 requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their
341 presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person
342 who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its
343 due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff
344 or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details
345 of the quasi-judicial procedures may be obtained from the Village Clerk.

346
347 **A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE,**
348 **FLORIDA, AMENDING CHAPTER 151 OF THE VILLAGE CODE, ENTITLED**
349 **“PERMIT FEES” BY AMENDING SECTION 151.11(A)(46)(C) PERTAINING**
350 **TO AFTER HOURS CONSTRUCTION; PROVIDING FOR SEVERABILITY,**
351 **CONFLICT, INCLUSION IN THE VILLAGE CODE; AND AN EFFECTIVE**
352 **DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

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The Interim Village Clerk read the Ordinance by title.

Maurice Murray, Code Enforcement Supervisor provided an explanation to the Commission about the requested revisions.

The Mayor opened the floor to public comments.

There being no speakers, the Mayor closed the floor to public comments.

Vice Mayor Andreana Jackson moved to defer the item, and Commissioner Laura Cattabriga seconded the motion.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

B. AN ORDINANCE OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE, REPEALING CHAPTER 8 (ZONING), ADOPTING A NEW CHAPTER 8 (ZONING), AMENDING CURRENT SECTION 8.10 (DISTRICT REGULATIONS), MODIFYING SETBACK REQUIREMENTS AND REMOVING THE BRICK PAVER AND STREET TREE LIGHTING REQUIREMENTS FOR NEW DEVELOPMENT IN THE RM-70 DISTRICT, MODIFYING BUILDING HEIGHT AND SETBACK REQUIREMENTS AND ALLOWING GREATER BONUS HEIGHT AND BONUS DENSITY FOR NEW DEVELOPMENT IN THE CG DISTRICT, REDUCING THE MINIMUM HOTEL SLEEPING UNIT SIZE, ALLOWING GREATER HEIGHT AND REDUCED SETBACKS IN THE BAY VIEW OVERLAY DISTRICT, REMOVAL OF SPECIAL EXCEPTION APPROVAL FOR BAY VIEW OVERLAY DEVELOPMENT, REQUIRING PUBLIC BAYWALKS FOR ALL NEW DEVELOPMENT ADJACENT TO BISCAYNE BAY IN THE RM-70 AND CG DISTRICTS; AMENDING CURRENT SECTION 8.13 (SUPPLEMENTAL DEVELOPMENT STANDARDS), CLARIFYING THAT FENCES ON CORNER LOTS SHALL NOT BE MORE THAT 5 FOOT HIGH IN BOTH YARDS WITH STREET FRONTAGE, RAISING MAXIMUM ALLOWABLE SWIMMING POOLS AND SWIMMING POOL APPURTENANCE HEIGHT TO 3 FEET ABOVE GRADE; AMENDING CHAPTER 9, GENERAL SITE DESIGN STANDARDS, AMENDING SECTION 9.3 (OFF STREET PARKING REQUIREMENTS), REDUCING PARKING REQUIREMENTS FOR MULTIFAMILY UNITS, REDUCING PARKING REQUIREMENTS FOR HOTEL SLEEPING UNITS AND ANCILLARY USES, AMENDING SECTION 9.12 (COASTAL CONSTRUCTION WITHIN BISCAYNE BAY), ALLOWING FOR ADMINISTRATIVE APPROVAL FOR BOAT LIFTS AND MOORING PILES IN LIMITED SITUATIONS, AMENDING SECTION 11.9 (DISTRICT SIGN REGULATIONS), REMOVING REQUIREMENTS FOR ALL SIGNS WITHIN A BUILDING TO BE THE SAME STYLE AND COLOR; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The Interim Village Clerk read the Ordinance by title.

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Village Planner Jim LaRue requested the item be deferred to allow for a community workshop.

Vice Mayor Andreana Jackson moved to defer the item, and Commissioner Eddie Lim seconded the motion.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

12. UNFINISHED BUSINESS

13. NEW BUSINESS

A. APPOINTMENT OF MEMBER TO THE COMMUNITY ENHANCEMENT BOARD

Vice Mayor Andreana Jackson moved to adopt the item, and Commissioner Laura Cattabriga seconded the motion.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes

B. MITIGATION OF FINES REQUEST

1. Yair Massri, 1441 South Treasure Drive
2. Juan Mauricio Cuellar, 1630 South Treasure Drive
3. A HMET Derya Bayer, 7524 West Treasure Drive

Village Attorney Norman Powell provided background information regarding the mitigation request.

Commission discussed the mitigation process. Vice Mayor Andreana Jackson moved to allow Village Attorney to mitigate the fines on behalf of the Village with the property owners/representatives, and Mayor Connie Leon-Kreps seconded the motion.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner Laura Cattabriga all voting Yes.

14. APPROVAL OF MINUTES – COMMISSION MEETING

- A. REGULAR COMMISSION MEETING – SEPTEMBER 11, 2018
- B. “TENTATIVE” BUDGET PUBLIC HEARING – SEPTEMBER 17, 2018
- C. SPECIAL COMMISSION MEETING – SEPTEMBER 21, 2018

- 455 D. FINAL BUDGET PUBLIC HEARING – SEPTEMBER 25, 2018
- 456 E. SPECIAL COMMISSION MEETING – SEPTEMBER 25, 2018
- 457

458 Vice Mayor Andreana Jackson moved to approve the minutes as submitted, and
 459 Commissioner Laura Cattabriga seconded the motion.

460
 461 The motion was adopted by a 5-0 roll call vote. The vote was as follows: Vice
 462 Mayor Andreana Jackson, Commissioner Laura Cattabriga, Mayor Connie Leon-
 463 Krepes, Commissioner Eddie Lim, Commissioner Jose Alvarez, and Commissioner
 464 Laura Cattabriga all voting Yes.

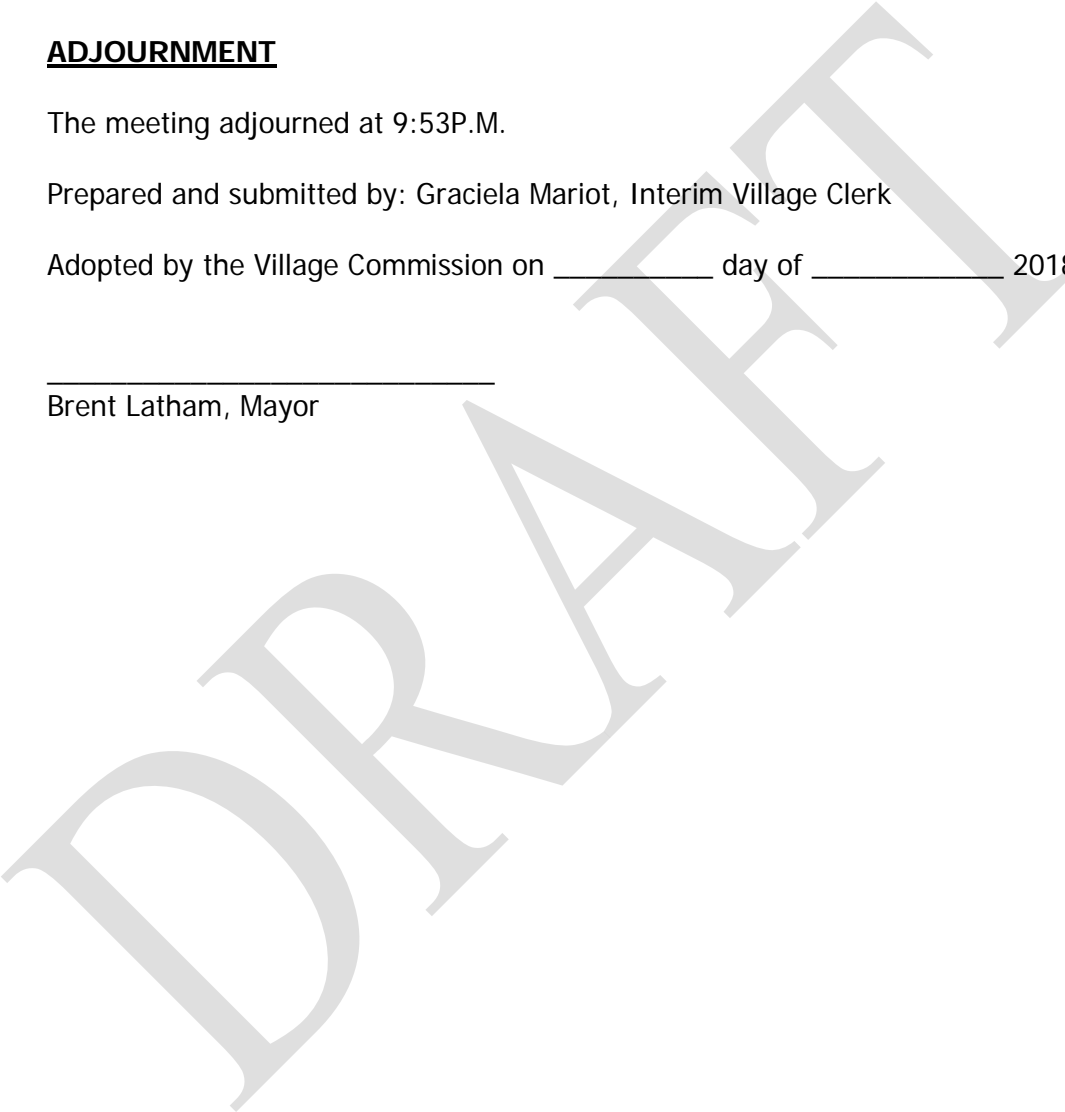
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 466 **15. ADJOURNMENT**

467 The meeting adjourned at 9:53P.M.

468 Prepared and submitted by: Graciela Mariot, Interim Village Clerk

469
 470 Adopted by the Village Commission on _____ day of _____ 2018.

471
 472 _____
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 474 Brent Latham, Mayor
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North Bay Village

1666 Kennedy Causeway, North Bay Village, FL 33141
Tel: (305) 756-7171 | Fax: (305) 756-7722 | www.nbvillage.com

**OFFICIAL MINUTES
SPECIAL COMMISSION MEETING
VILLAGE HALL
TUESDAY, NOVEMBER 19, 2018
6:30 P.M.**

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. CALL TO ORDER

The Commission of North Bay Village, Florida met in special session, November 19, 2018 at 6:35 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida.

PRESENTATION OF COLORS

The presentation of colors was presented by the North Bay Village Police Department.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was recited in unison.

ROLL CALL

Present were the following:

- Mayor Connie Leon-Kreps
- Vice Mayor Andreana Jackson
- Commissioner Jose Alvarez
- Commissioner Laura Cattabriga
- Commissioner Eddie Lim

ALSO PRESENT:

- Miami Dade Commissioner Sally Heyman
- Village Attorney Norman C. Powell
- Interim Village Manager Lewis Velken
- Interim Village Clerk Graciela Mariot
- Finance Director Bert Wrains
- Acting Chief Brian Collins

51 2.

52 **A. PROCLAMATIONS AND AWARDS**

- 53
54 1. Connie Leon-Kreps, Mayor
55 2. Laura Cattabriga, Commissioner at Large
56 3. Eddie Lim, Commissioner

57
58 Interim Village Manager Lewis Velken presented Mayor Connie Leon-Kreps,
59 Commissioner Laura Cattabriga, and Commissioner Eddie Lim with an appreciation
60 plaque on behalf of North Bay Village.
61

62 **3. GOOD & WELFARE**

63
64 Alvin Blake and Jane Blake of 7601 Coquina Drive addressed the Commission and
65 presented the tradition of "breaking bread" with current and newly elected official.
66

67 **4. RESOLUTION(S)**

68
69 **A. RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,**
70 **FLORIDA, CONCERNING THE VILLAGE GENERAL ELECTION OF**
71 **NOVEMBER 6, 2018; DECLARING QUALIFIED CANDIDATES**
72 **ELECTED TO OFFICE; ACCEPTING AND ADOPTING THE RESULTS**
73 **FOR THE OFFICES OF MAYOR, HARBOR ISLAND COMMISSIONER,**
74 **AND COMMISSIONER AT LARGE AS CERTIFIED BY MIAMI-DADE**
75 **COUNTY CANVASSING BOARD; AND PROVIDING AN EFFECTIVE**
76 **DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS**
77 **VELKEN)**

78
79 **1.) Commission Action**

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81 Interim Village Clerk read the Resolution by title.

82
83 Commissioner Eddie Lim moved to adopt the Resolution, and Vice
84 Mayor Andreana Jackson seconded the motion.

85
86 The Mayor opened the floor to public comments.

87
88 The motion was adopted by a 5-0 roll call vote. The vote was as
89 follows: Commissioner Laura Cattabriga, Commissioner Eddie Lim,
90 Commissioner Jose Alvarez, Vice Mayor Andreana Jackson, and
91 Mayor Connie Leon-Kreps all voting Yes.
92

93 **B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,**
94 **FLORIDA, ADOPTING THE MIAMI-DADE COUNTY CANVASSING**
95 **BOARD'S CERTIFICATION OF THE RESULTS OF NORTH BAY**
96 **VILLAGE SPECIAL ELECTION OF NOVEMBER 6, 2018 AND**
97 **DECLARING THE RESULTS THEREOF; SETTING AN EFFECTIVE**
98 **DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS**
99 **VELKEN)**

100 **1.) Commission Action**

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Interim Village Clerk read the Resolution by title.

Commissioner Jose Alvarez moved to adopt the Resolution, and Commissioner Eddie Lim seconded the motion.

The Mayor opened the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Laura Cattabriga, Commissioner Eddie Lim, Commissioner Jose Alvarez, Vice Mayor Andreana Jackson, and Mayor Connie Leon-Kreps all voting Yes.

C. OATH OF OFFICE

1. BRENT LATHAM, MAYOR, ADMINISTERED BY COMMISSIONER EDDIE LIM

Commissioner Eddie Lim administered North Bay Village Oath of Office and Civility oath to Mayor Brent Latham.

2. JULIANNA STROUT, COMMISSIONER AT LARGE, ADMINISTERED BY HONORABLE JUDGE DAVID YOUNG

Honorable Judge David Young administered North Bay Village Oath of Office and Civility oath to Commissioner Julianna Strout. Commissioner Julianna Strout was joined by her grandmother.

INVOCATION

Rabbi Chaim Dalfin gave the invocation.

Mayor Brent Latham and Commissioner Juliana Strout addressed the public.

5. ADJOURNMENT

The meeting adjourned at 7:20P.M.

Prepared and submitted by: Graciela Mariot, Interim Village Clerk

Adopted by the Village Commission on _____ day of _____ 2018.

Brent Latham, Mayor



North Bay Village

1666 Kennedy Causeway, North Bay Village, FL 33141
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OFFICIAL MINUTES
"1ON1" WITH COMMISSIONER MARVIN WILMOTH'S MEETING
VILLAGE HALL
MONDAY, DECEMBER 3, 2018
7:00 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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1. CALL TO ORDER

The introductory conversation between Commissioner Marvin Wilmoth and other members of North Bay Village Commission on December 3, 2018, began at 7:00 P.M. in the Village Commission Chambers, 1666 Kennedy Causeway, #101, North Bay Village, Florida. Commissioner Wilmoth stated the meeting was advertised in the Miami Herald Neighbors Section on November 25, 2018, published on Village Bulletin Boards, Facebook and LED Boards. In addition, each segment was streamed live on Facebook.

A. 7:00 P.M. – INTRODUCTION TO COMMISSIONER JULIANNA STROUT

Commissioner Marvin Wilmoth welcomed and thanked Commissioner Julianna Strout for taking the time to meet with him. Commissioner Strout thanked her campaign trail for their support and provided a brief biography. They discussed legislative agenda to include expanding the relationship between North Bay Village and State Representative Michael Grieco, State Senator Jason Pizzo and to cohesively make sure that all the North Bay Village initiatives obtain their support.

B. 7:15 P.M. – INTRODUCTION TO VICE MAYOR ANDREANA JACKSON

Commissioner Marvin Wilmoth welcomed and thanked Vice Mayor Andreana Jackson for taking the time to meet with him. Vice Mayor Jackson provided brief explanation on some of the items she has been working on, to include ensuring that Treasure Island Residents obtain the latest update on current construction projects. In addition, Vice Mayor Jackson explained her vision for the Animal Control Board which included to find a humane way to address the cat's population and work together to accomplish the goals.

C. 7:30 P.M. – INTRODUCTION TO COMMISSIONER JOSE ALVAREZ

Commissioner Alvarez was not able to attend.

D. 7:45 P.M. – INTRODUCTION TO MAYOR BRENT LATHAM

Commissioner Marvin Wilmoth welcomed and thanked Mayor Brent Latham for taking the time to meet with him. Mayor Latham discussed the importance of working together as a commission to tackle important issues such as Sea Level Rise and Climate change. Mayor Latham reminded everyone of the upcoming Climate Change Town Hall Meeting which is the beginning of taking steps towards solutions.

2. ADJOURNMENT

The meeting adjourned at 8:05 P.M.

Prepared and submitted by: Graciela Mariot, Interim Village Clerk

Adopted by the Village Commission on _____ day of _____ 2019.

Brent Latham, Mayor

