



North Bay Village

**OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
166 Kennedy Causeway North Bay Village, FL 33141
Tuesday, September 10, 2019
6:30 PM**

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. Opening Items

- A. Call to Order**
- B. Roll Call**
- C. Pledge of Allegiance**
- D. Invocation**

2. Order of Business

3. Presentations

- A. Proclamations and Awards**

3A1 Recognition for Officer Amy Suarez

3A2 Recognition for Summer Camp Counselors

3A3 Recognition for Public Works Staff

3A4 Presentation to Nick Quay and the ML40FLL for their Assistance on the Butterfly Garden at Vogel Park

4. Open Forum

5. Approval of Commission Minutes

- 5A **Re-Approval of Minutes - February 28, 2019 - Revised**
[2019-02-28 2nd Regular Village Commission Meeting Minutes - Revision.docx](#)
- 5B **Approval of Minutes - June 11, 2019 Regular Village Commission Meeting**
[2019-06-11 Regular Village Commission Meeting Minutes.docx](#)
- 5C **Approval of Minutes - May 14, 2019 Regular Commission Meeting**
[2019-05-14 Regular Village Commission Meeting Minutes.docx](#)
- 5D **Approval of Minutes - May 14, 2019 Special Village Commission Meeting**
[2019-05-14 Special Village Commission Meeting Minutes.docx](#)
- 5E **Approval of Meeting Minutes - December 12, 2018 Regular Village Commission Meeting**
[2018-12-11 Regular Village Commission Meeting Minutes.docx](#)

6. Grant Writer's Written Report

- 6A **Grant Writer's Report**
[Report - July 2019](#)

7. Advisory Board Minutes/Written Reports.

- 7A **2019-07-11 Animal Control Advisory Board Meeting Minutes**
[2019-07-11 Meeting Minutes](#)
- 7B **2019-06-24 Business Development Advisory Board Meeting Minutes**
[2019-06-24 Meeting Minutes](#)
- 7C **2019-07-16 Citizen's Budget and Oversight Board Meeting Minutes**
[2019-07-16 Meeting Minutes](#)
- 7D **2019-06-05 Community Enhancement Board Meeting Minutes**
[2019-06-05 Meeting Minutes](#)
- 7E **2019-06-12 Resident Services Advisory Board Meeting Minutes**
[2019-06-12 Meeting Minutes](#)
- 7F **2019-07-23 Sustainability and Resiliency Task Force Meeting Minutes**
[2019-07-23 Meeting Minutes](#)

8. Village Commission's Report

9. Village Attorney's Report

10. Village Manager's Report

Village Manager's Report

[Memorandum_-_Manager_Report_20190910.docx](#)

Public Works Projects Monthly Progress Report

[2019_September Update_Projects Summary_All Projects_Updated 09.docx](#)

North Bay Village Social Media Report August 2019

[NBV Social August Report.pdf](#)

Monthly Organizational Assessment Status Update- August 2019

[Memorandum - Org_Assessment 08302019.pdf](#)

Monthly CFA Accreditation Status Update- August 2019

[Memorandum - Police Accreditation Status Monthly Report.pdf](#)

11. Consent Agenda

A. Staff/Commission Items

11A **Property Assessed Clean Energy Program (PACE)**

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITHIN NORTH BAY VILLAGE BY PARTICIPATING IN THE PACE PROGRAMS OF THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA PACE FUNDING AGENCY, THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AND THE FLORIDA RESILIENCY AND ENERGY DISTRICT TO PROVIDE A MECHANISM FOR THE VOLUNTARY FINANCING OF ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS, AND WIND RESISTANCE IMPROVEMENTS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY, A NON-EXCLUSIVE INTERLOCAL AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY, A NON-EXCLUSIVE MEMBERSHIP AGREEMENT WITH THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AND A NON-EXCLUSIVE LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA RESILIENCY AND ENERGY DISTRICT, PURSUANT TO WHICH SUCH ENTITIES OR THEIR ADMINISTRATORS WILL ADMINISTER THEIR RESPECTIVE VOLUNTARY PACE FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN NORTH BAY VILLAGE; AUTHORIZING AND DIRECTING VILLAGE OFFICIALS, OFFICERS, AND EMPLOYEES TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Staff recommends the Village Commission approve the attached Resolution authorizing the Village Manager to sign Interlocal Agreements with any of the four financing providers of the PACE program.

[FPFA ILA City template 08142019.docx](#)
[NBV Multi-Provider PACE Resolution.docx](#)
[Party Membership Agreement_NBV.docx](#)

11B Florida Department of Transportation Agreement for Green Color Bike Lanes-Kennedy Causeway

Enter into a standard construction agreement (see attached) with the Florida Department of Transportation to permit North Bay Village to enhance the existing bike lane pavement markings with the installation of green bicycle lane pavement markings at the locations indicated in the attached plans along Kennedy Causeway (N.E. 79th Street), owned and maintained by FDOT.

Staff respectfully requests authorization for the Village Manager or designee to execute the attached Construction Permit Agreement with the Florida Department of Transportation to allow the Village to install green bicycle lane pavement markings at the locations indicated in the attached plans along Kennedy Causeway (N.E. 79th Street), owned and maintained by FDOT.

[NBV Green Pavt Markings - FDOT Letter - 1-15-19 revised 8-6-19.pdf](#)

[Permit.pdf](#)

[Plans.pdf](#)

11C North Bay Village Roadway Pavement Rehabilitation Design Services

Adoption of a professional engineering services contract agreement between the City of Miami and A and P Consulting Transportation Engineers (A&P) that was publicly advertised and awarded under City of Miami RFQ No. 17-18-026 for Civil Engineering services (see attached) for a roadway improvements project of similar scope for North Bay Village (NBV). NBV hereby desires to retain the services of A&P via the City of Miami contract agreement (see attached) for the design and preparation of roadway pavement rehabilitation plans for NBV.

Staff respectfully requests authorization for the Village Manager to execute a work order for Professional Services with A&P Consulting Transportation Engineers for the design and preparation of roadway pavement rehabilitation plans for NBV in an amount not to exceed of \$56,673.32.

[APCTE Proposal for Harbor Island_v02.pdf](#)

[APCTE Proposal for North Bay Island_v02.pdf](#)

[APCTE Proposal for Treasure Island_v02.pdf](#)

[RFQ No. 17-18-026 Report of Evaluation Committee Memo Signed.pdf](#)

[RFQ-17-18-026 PSA FINAL \(Reviewed by LAW and RISK\).pdf](#)

[STD. Professional Services Agreement.DOCX](#)

11D Florida Mayors Summit on Flooding and Sea Level Rise

[INQ 19-79 Honorable Brent Latham, Mayor, North Bay Village.pdf](#)

- 11E **Resolution Authorizing the Waiver of Competitive Bidding and to Authorize the Village Manager to Execute a Contract with Automated Data Processing (ADP) for Payroll, Timekeeping and Human Capital Management Solutions**

Village Administration is requesting the Mayor and Village Commission to waive competitive bidding and authorize the Village Manager to execute an amended contract with Automated Data Processing (ADP) for payroll, timekeeping and human capital management solutions.

[2019-08-09 ADP Memo from Lagom HR.pdf](#)

[Resolution approving ADP Proposal.docx](#)

- 11F **Miami Beach Chamber of Commerce Conference in Curacao**

- 11G **Commission Meeting and Agenda Procedures**

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING AND RESTATING PROCEDURES AND STANDARDS FOR COMMISSION MEETINGS AND AGENDA ITEMS AND NOTICES RELATED THERETO; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

[Commission Meeting and Agenda Procedures - Resolution](#)

- 11H **Request to Join Efforts Regarding Proposed Constitutional Amendment Regarding Assault Weapons**

[Ballot summary.docx](#)

- 11I **Engagement Agreement with Weiss Serota Helfman Cole and Bierman for Legal Services**

[Engagement Agreement with North Bay Village - Legal Services 6-10-19.docx](#)

[Resolution Approving WSH Retainer Agreement.docx](#)

- 11J **Annual Renewal of FDOT Landscape Maintenance Agreement of Kennedy Causeway**

Recommend the Commission approve the annual contract renewal with FDOT for Kennedy Causeway maintenance.

[# 252473-3-78-01 - North Dade - FY 2020 contract.docx](#)

[Resolution Approving FDOT Agreement Extension.docx](#)

12. Discussion/Action Items.

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.

A. Unfinished Business.

B. New Business.

12B1 Dog Park Update

[Dog Park Presentation.pdf](#)

12B2 Island Walk Resolution

Renaming public upland baywalks and public over-water boardwalk to Island Walk.

[Resolution-Island_Walk \(revised\).docx](#)

12B3 2020-21 State Appropriations Project Requests

[House Request 2020-21-NBV Baywalk Economic Development.pdf](#)

[House Request 2020-21-Treasure Island Sidewalks.pdf](#)

[House Request 2020-21-Treasure Island Stormwater Improvements.pdf](#)

13. First Reading of Ordinances

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.

14. Public Hearings

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.

14A Schonberger Tot Lot Park Age Restrictions

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY REVISING SECTION 97.11, "TODDLER PARK," TO CHANGE THE MAXIMUM AGE OF CHILDREN ABLE TO UTILIZE THE PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Amend Village Code of Ordinances Chapter 97, Section 11 titled Toddler Park, be revised to allow all children twelve (12) year olds and under access Schonberger Park. (Deferred from the July 9, 2019 Village Commission Meeting.

[Schonberger Tot Lot Age Restrictions Ordinance](#)

15. Adjournment



ITEM NO. 3A1

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Carlos Noriega, Chief of Police

THROUGH:

SUBJECT: Recognition for Officer Amy Suarez

RECOMMENDATION

BACKGROUND AND ANALYSIS

None.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



ITEM NO. 3A2

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Carlos Noriega, Chief of Police

THROUGH:

SUBJECT: Recognition for Summer Camp Counselors

RECOMMENDATION

BACKGROUND AND ANALYSIS

None.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



ITEM NO. 3A3

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Carlos Noriega, Chief of Police

THROUGH:

SUBJECT: Recognition for Public Works Staff

RECOMMENDATION

BACKGROUND AND ANALYSIS

None.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



ITEM NO. 3A4

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, Village Manager

THROUGH:

SUBJECT: Presentation to Nick Quay and the ML40FLL for their Assistance on the Butterfly Garden at Vogel Park

RECOMMENDATION

BACKGROUND AND ANALYSIS

Gratitude Garden of Youth project was completed on August 10th by the ML40FLL members where they volunteered and planted butterfly friendly plants and other beautiful plants at Vogel Park.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



ITEM NO. 5A

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: Re-Approval of Minutes - February 28, 2019 - Revised

RECOMMENDATION

BACKGROUND AND ANALYSIS

It was brought to my attention that there was an error in the transcription of the minutes. These minutes reflect the correct information that was missing in the minutes that were previously approved on May 14, 2019.Â Section is highlighted in red to show the correction. Recommendation is to approve corrected minutes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None



North Bay Village

2ND REGULAR VILLAGE COMMISSION MEETING MINUTES

FEBRUARY 28, 2019

7:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. OPENING ITEMS

CALL TO ORDER

Mayor Brent Latham called the meeting to order at 7:40 p.m.

INVOCATION

None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

The following were present at the meeting: Mayor Brent Latham, Vice Mayor Marvin Wilmoth, Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Juliana Strout, Interim Village Manager Dr. Ralph Rosado, Village Attorney Norman Powell, Interim Village Clerk Graciela Mariot, Finance Director Bert Wrains, Village Planner Jim LaRue, Village Planner Ben Smith, and Acting Chief Brian Collins.

2. A. PRESENTATIONS, PROCLAMATIONS AND AWARDS

None.

B. CITIZEN PRESENTATIONS TO THE COMMISSION

Oscar de la Rosa, resident, requested lien mitigation for a property he owns at 7710 Beach View Drive. Multiple liens and Code Enforcement cases already existed when he purchased the property in 2017. Mr. de la Rosa explained that he had been under the impression that once the property was brought into compliance, these liens would be resolved. He is presently attempting to sell the property in order to avoid foreclosure. He concluded that lien mitigation is the final issue to be resolved before he can transfer ownership of the property to another party.

Village Attorney Norman Powell advised that he has met with Mr. de la Rosa to discuss this issue and recommended a mitigation amount of \$5000, which would be paid to the Village at the time of closing. While the Village does not have its own formal mitigation process, the Commission has the discretion to accept this recommendation if they find it appropriate.

Mayor Latham asked what kind of precedent would be established by reducing the liens to \$5000. Attorney Powell replied that prior mitigation requests were delegated to the Village Attorney's Office. Mayor Latham requested that Staff develop an Ordinance to address cases such as Mr. de la Rosa's in the future.

At this time Mayor Latham opened public comment.

Mr. Murphy, developer, commented that dealing with accumulated fees on a purchased property is not uncommon in Miami-Dade County. He felt the proposed mitigation amount was a fair resolution.

Mario Garcia, resident, stated that the Commission has mitigated liens for other properties in the past.

With no other individuals wishing to speak at this time, Mayor Latham closed public comment.

Commissioner Alvarez made a motion, seconded by Commissioner Strout, to accept resolution of the existing property owner's case for \$5000, to be paid within seven business days. In a voice vote, the motion carried 5-0.

C. ADDITIONS AND DELETIONS

Mayor Latham requested that Item 15D be moved to follow Advisory Board Reports.

3. GOOD AND WELFARE

Tim Dennis, resident, recalled that at a recent Planning and Zoning Board workshop, there was discussion of Item 12A, which will come before the Commission for a vote at tonight's meeting. Significant changes have been made since the Item's first reading. While he was in favor of many of the changes to the proposed Ordinance, Mr. Dennis did not feel its inclusion on tonight's Agenda met the Village's desired level of transparency. He recommended that Item 12A be brought forward with a new first reading so the public has an opportunity to be made aware of the changes to the proposed Ordinance.

4. VILLAGE COMMISSION'S REPORT

Commissioner Strout recalled that at the February 12, 2019 meeting, she had expressed concern with the condition of the driveway and parking lot at a Village nursing home. Since that time, sufficient improvements have been made that she is more comfortable with the state of the facility for the safety of its residents.

Vice Mayor Wilmoth advised that the first meeting of the Sustainability and Climate Change Task Force is scheduled for March 5, 2019. He emphasized the importance of this Task Force in light of the Village's location on the Intracoastal Waterway.

Mayor Latham recognized Interim Village Manager Dr. Ralph Rosado for his work over the last two weeks. He briefly reviewed upcoming events, including an Administrative Offices Open House to be held immediately prior to the next Commission meeting on March 12, 2019.

5. GRANT WRITER'S REPORT

None.

6. ADVISORY BOARD REPORTS

A. ARTS, CULTURAL, AND SPECIAL EVENTS BOARD

None.

B. ANIMAL CONTROL BOARD

None.

C. BUSINESS DEVELOPMENT ADVISORY BOARD

None.

D. CITIZENS BUDGET AND OVERSIGHT BOARD

None.

E. COMMUNITY ENHANCEMENT BOARD

None.

F. PLANNING AND ZONING BOARD

None.

The following Item was taken out of order on tonight's Agenda.

15. NEW BUSINESS

**D. REQUEST TO TERMINATE VILLAGE ATTORNEY NORMAN POWELL
(INTRODUCED BY MAYOR BRENT LATHAM)**

At the Mayor's request, Attorney Powell recused himself from his position as Village Attorney at this time.

Robert Meyers, attorney, assumed the role of Interim Village Attorney during this Item.

Mayor Latham read the following statement into the record:

Based on conduct by Village Attorney Norman Powell demonstrating conscious disregard of the interest of the Village and disregard of the reasonable standards of behavior which the Village expects of its employees and contractors; based on the numerous occasions Mr. Powell has misrepresented to Commissioners and to the public his level of involvement and knowledge, and failed to act to protect the interests of the Village regarding the unethical employment arrangement with previous Interim Manager Mr. Lewis Velken; based on the fact that Mr. Powell, since agreeing to terms to not pursue actions that leave the Village in ill repute or cause negative coverage of the Village, has nevertheless pursued a campaign of aggressive self-interest to the detriment of the Village, resulting in recent weeks of continued media coverage and general perception tarnishing the Village's image; based on the appearance that Mr. Powell has endeavored to manipulate the Village's RFP process in regards to legal services, a process with which he appears to have used his inside position to tamper with the goal of securing an advantage for himself and retaining his contract; based on further violations of the standards agreed to and duly imposed on Mr. Powell, which he has knowingly violated, including continued verbal abuse of residents in his interactions with Staff and Commissioners, as well as the specific, egregious, and documented incident of physical and verbal aggression behavior towards a Commissioner occurred on Tuesday, February 26.

I have tried and so have others. The relationship with Mr. Powell is not functional or beneficial for the Village, its employees, and its residents. I have attempted to offer Mr. Powell an easier exit path that would have benefited both the Village and him. He opted instead to take this road. It is past time for this Commission to do what is right for North Bay Village. Based on this, may I please have a motion to terminate Mr. Powell's contract for misconduct, freeing the Village of any severance obligation related to the contract.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to terminate [Mr. Powell].

At this time Mayor Latham opened public comment.

Norman Powell, speaking on his own behalf, stated that he did not believe all the items included in Mayor Latham's statement were factual. He explained that he did not wish to leave the Village in the position that he found himself in when he assumed the role of Village Attorney.

Mr. Powell continued that he had met earlier in the afternoon with Vice Mayor Wilmoth to discuss new Charter positions for the Village. The discussion concluded with Mr. Powell determining that it was in the Village's best interest for him to withdraw his application for Village Attorney, and for an amicable termination agreement to be developed. He advised that he was willing to work with the next Village Attorney in a transition period.

Denise O'Brien, resident, encouraged Mr. Powell to resign from his position as Village Attorney.

Richard Chervony, resident, urged Mr. Powell to tender his resignation if the allegations against him are true. He also requested to see public records related to the incident of Tuesday, February 26, 2019, which included interaction between Mayor Latham and Mr. Powell.

Mike Pizzi, resident, pointed out that City Attorneys serve at the pleasure of the Commission. He was supportive of the Commission's action to terminate Mr. Powell's contract.

Mario Garcia, resident, felt it would be wise for the Village and Mr. Powell to part ways immediately.

Dr. Doug Hornsby, resident, felt retaining Mr. Powell as Village Attorney could put the Village at risk for continued litigation from outside entities in the future.

Bud Farry, resident, advised that he supported the motion and second before the Commission, and agreed with the points made by previous public speakers.

Ann Bakst, resident, commended the Commission on its transparency in holding this and similar proceedings at open Commission meetings, which she noted has not always been done in the past.

Norman Powell, again speaking on his own behalf, reiterated his recommendation for an amicable separation, acknowledging that he serves at the pleasure of the Commission. He asserted that the allegations against him were false.

Doris O'Hare, resident, felt Mr. Powell's response to the allegations should help the Commission in their decision to terminate his contract.

As there were no other individuals wishing to speak at this time, Mayor Latham closed public comment.

Vice Mayor Wilmoth asked if it would be appropriate for the Commission to take a recess to provide the Mayor, Village counsel, and Mr. Powell with the opportunity to come to an amicable agreement. Mayor Latham recalled that on February 26, he had suggested to Mr. Powell that it was time for him to separate from his position with the Village; however, Mr. Powell had made it clear this was not his desire.

Mr. Powell stated that on February 26, he had come to the Mayor to request that he lead the Village in a different direction, as some individuals were making problematic statements on social media. Mayor Latham indicated that he had understood the comments to have been made in a different context.

The Mayor concluded that he was willing to take a recess and discuss the issue further with Mr. Powell, on the condition that Mr. Powell not continue in the position of Village Attorney throughout a transition period.

The Commission took a brief recess from 8:51 p.m. to 9:23 p.m.

Upon resumption of the meeting, Mayor Latham announced that the Village has reached an amicable agreement with Mr. Powell, who will no longer serve as Village Attorney. The terms of separation include termination without cause, 20 weeks' severance pay, and a waiver of all claims against the Village and its officials and employees. Mr. Powell would remain available during a transition period on an as-needed basis, during which he will provide legal services at no charge to the Village.

Vice Mayor Wilmoth made a motion, seconded by Commissioner Strout, to accept the terms of the agreement as presented.

Commissioner Jackson requested identification of the party who would serve as Interim Village Attorney. Mayor Latham proposed that Dan Espino of the firm Weiss Serota Helfman Cole and Bierman assume the interim role. Vice Mayor Wilmoth recalled that the deadline for applications for the position of Village Attorney was 2 p.m. on this day, February 28, 2019.

In a roll call vote, the motion carried 5-0.

Commissioner Strout made a motion, seconded by Commissioner Alvarez, to hire and expand the scope of work for Weiss Serota et al. as Interim Village Attorney.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

In a roll call vote, the motion carried 5-0.

At Commissioner Jackson's request, the following Item was taken out of order on the Agenda.

B. DISCUSSION ON LETTER FROM LAW OFFICE OF MICHAEL A. PIZZI, JR. PA. DATED FEBRUARY 15, 2019 (INTRODUCED BY COMMISSIONER JULIANNA STROUT)

Commissioner Jackson stated that she would like to retract a statement made two weeks ago, and that she would await the results of the investigation.

Michael Pizzi, representing former Village Manager Marlen Martell, advised that he is not advocating for any official action by the Commission at this time. He stated that Ms. Martell had served North Bay Village with integrity and had left her position there on honorable terms. He asserted that the following statements should be clarified in the public record:

- Ms. Martell never served as Village Attorney or as labor attorney, and it was not within her purview to vet any individual's contract or employment agreement
- Ms. Martell did not speak to representatives of the *Miami Herald* or any other media outlet

Mayor Latham offered a general apology to Ms. Martell on behalf of the Village, with which Vice Mayor Wilmoth and Commissioner Strout concurred.

7. VILLAGE ATTORNEY'S REPORT

None.

8. VILLAGE MANAGER'S REPORT

Interim Village Manager Dr. Ralph Rosado reported that he has attended recent Village advisory meetings, including the Business Development, Citizens' Budget and Oversight, and Planning and Zoning Boards, as well as a recent Crime Watch meeting on North Bay Island.

Dr. Rosado continued that he has also met with a representative of the Freebee company, which provides local transportation service on demand. He hoped to hold a transit workshop within the coming weeks to discuss prospective modifications to the Village's transit route.

A fence separating Treasure Island Elementary from a nearby business has been closed to prevent access onto the school's recreational fields, and a meeting with Neat Streets Miami was held to discuss a free tree distribution program within the Village.

Staff also met with Jerry Libben, President and Chief Executive Officer (CEO) of the Miami Beach Chamber of Commerce, who advised that the Village has a regular seat at Chamber meetings and events. Dr. Rosado suggested that the Commission members determine who would fill this position with the Chamber.

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth, to appoint Commissioner Strout to the Miami Beach Chamber of Commerce Board of Governors. In a roll call vote, the motion carried 5-0.

Dr. Rosado continued that there were approximately \$800 in gift cards intended for distribution to Staff members during the 2018 holiday season which were not distributed as planned. He recommended that each Commissioner be provided with one-fifth of the

combined value of these cards for distribution at community events. Because there is no policy for the cards' distribution, he would request direction from the Commissioners on how to use these items in the future.

Commissioner Strout made a motion, seconded by Commissioner Jackson, to distribute the gift cards equally throughout the Commission to utilize for events. In a voice vote, the motion carried 5-0.

Dr. Rosado continued that there are two passport acceptance agents at Village Hall ready to accept new DS-11 passport applications and review DS-82 passport renewal applications. A changing table has been installed in the Hall's ADA-compliant bathroom, and Staff has planted roughly 20 verawood trees on Treasure Island. He concluded that the Village Drug Abuse Resistance Education (D.A.R.E.) program has been renewed, and Officer Anthony Jimenez became the first person born and raised in North Bay Village to graduate from the Police Academy earlier in the day.

- 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.)

None.

- 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.*

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED "DEPARTMENTS AND BOARDS", BY DELETING SUBSECTION 32.60, ARTS, CULTURAL AND SPECIAL EVENTS BOARD AND AMENDING SUBSECTION 32.10, COMMUNITY ENHANCEMENT BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)**

Mayor Latham explained that the intent of this Ordinance is to combine two of the Village's advisory boards, the Arts, Cultural and Special Events Board and the Community Enhancement Board, into a single entity.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

- **Commission Action**

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to move forward with [the proposed Ordinance]. In a roll call vote, the motion carried 5-0.

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 32, ENTITLED “DEPARTMENTS AND BOARDS”, BY RENAMING AND AMENDING SUBSECTION 32.67, YOUTH AND EDUCATION SERVICES BOARD AS “RESIDENT SERVICES BOARD” AND DELETING SUBSECTION 32.86, SPECIAL NEEDS ADVISORY BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)**

Mayor Latham advised that this Ordinance also combines multiple Village advisory bodies into a single entity. The new board will serve the functions of the Special Needs Advisory Board and Youth and Education Services Board, as well as oversight of events formerly addressed by the Arts, Cultural, and Special Events Board.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

- **Commission Action**

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve. In a roll call vote, the motion carried 5-0.

- C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 8.11, ALLOWING SPECIAL USES WHICH THE VILLAGE COMMISSION FINDS APPROPRIATE FOR THE SUBJECT PROPERTY AND WILL NOT ADVERSELY AFFECT THE EXISTING ADJACENT USES OR THE USES PERMITTED IN THE EXISTING ZONING DISTRICT TO BE APPROVED ACCORDING TO THE USE EXCEPTION PROCESS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)**

Village Planner Jim LaRue explained that each zoning district has uses that are permitted by right, as well as special uses and exceptions that must be approved by the Planning and Zoning Board and the Village Commission. Staff has reviewed the Special Use portion of Code to accommodate the creation of a dog park. Revisions to Section 8 were reviewed by the Planning and Zoning Board and determined to be sufficient to allow this use.

The exceptions approved by the Planning and Zoning Board would provide public amenities or other public benefit without adversely affecting existing uses in the surrounding area or any adjacent zoning district.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

- **Commission Action**

Commissioner Strout made a motion, seconded by Commissioner Alvarez, to approve. In a roll call vote, the motion carried 5-0.

11. RESOLUTIONS

None.

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 SECOND READING / PUBLIC HEARINGS

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; UPDATING SECTION NUMBERS, CORRECTING SECTION NUMBER REFERENCES; CORRECTING SCRIVENERS ERRORS; AMENDING SECTION 2.2, CLARIFYING DENSITIES AND ALLOWABLE USES; AMENDING SECTION 8.10, REVISING ALLOWABLE BUILDING HEIGHT IN THE RM-70 DISTRICT, CLARIFYING MULTIFAMILY DWELLINGS MAY ONLY BE BUILT IN CONJUNCTION WITH GROUND FLOOR COMMERCIAL USE, REMOVING MIXED USE STRUCTURES FROM THE LIST OF SPECIAL USES IN THE CG DISTRICT, REVISING REQUIRED SETBACKS IN THE CG DISTRICT, REVISING ALLOWABLE BUILDING HEIGHT IN THE CG DISTRICT, CLARIFYING ALLOWABLE NONRESIDENTIAL FLOOR AREA RATIO IN THE CG DISTRICT, REDUCING THE MINIMUM HOTEL SLEEPING UNIT SIZE, REMOVING REQUIREMENT FOR SPECIAL USE REVIEW IN THE BAY VIEW OVERLAY DISTRICT, ALLOWING GREATER HEIGHT WITH REVISED SETBACKS AND BONUS FEES IN THE BAY VIEW OVERLAY DISTRICT; CREATING NEW SECTION 8.12, ALLOWING BONUS HEIGHT ALLOCATION FOR ALL PROPERTIES IN THE RM-70 AND CG DISTRICTS, REVISING BONUS HEIGHT FEES, ALLOWING ALTERNATE SPENDING OPTIONS FOR COLLECTED BONUS HEIGHT FEES, REQUIRING PAYMENT OF BONUS HEIGHT FEES WITHIN 90 DAYS OF SITE PLAN APPROVAL; CREATING NEW SECTION 8.13, ALLOWING BONUS DENSITY ALLOCATION FOR ALL PROPERTIES IN THE RM-70 AND CG DISTRICTS, ADDING VOGEL PARK AS A DENSITY TRANSFER SENDING SITE, ALLOWING INCREASED BONUS DENSITY ALLOCATION IN THE CG DISTRICT; CREATING NEW SECTION 8.14, REQUIRING BAYFRONT PROPERTIES IN THE RM-70 AND CG DISTRICTS TO PROVIDE A PUBLIC ACCESS BAYWALK AND CONNECTIVE PUBLIC ACCESS FROM THE PUBLIC RIGHT OF WAY; AMENDING SECTION 9.3, REDUCING THE MULTIFAMILY PARKING REQUIREMENTS FOR ALL MULTIFAMILY PROPERTIES EXCEPT HARBOR ISLAND, REVISING HOTEL PARKING REQUIREMENTS; AMENDING SECTION 9.18, REQUIRING BAYFRONT PROPERTIES IN THE RM-70 AND CG DISTRICTS

TO PROVIDE A PUBLIC ACCESS BAYWALK; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR BRENT LATHAM)

Village Planner LaRue recalled that in August 2018, amendments to the Village's Comprehensive Plan allowed for the construction of 100 dwelling units on commercial properties with frontage on the Kennedy Causeway. These amendments were discussed by the Planning and Zoning Board as well as in a community workshop setting later that fall. A second community workshop was held in January 2019 to ensure input was heard at both meetings.

The Comprehensive Plan amendment in question would allow for the following:

- Increase in residential bonus density to be allocated on a first come, first served basis
- Bonus density payments would be eligible for use toward public parks, open space, amenities, or infrastructure projects
- RM-70 and CG zoning districts would have a standard height limit of 150 ft., with a maximum bonus of 240 ft.
- Changes to front setbacks along the Causeway have been dropped between first and second readings of the Ordinance
- Side setbacks in the CG district are 15 ft. on one side and 20% of total lot width on the other side
- Hotel unit size reduced from 400 sq. ft. to 200 sq. ft.
- Hotel parking would require one space per sleeping unit for the first 100 units and 0.5 space for all units thereafter
- Hotels must provide a parking plan for their employees
- Commercial, residential, or mixed-use properties along the Causeway with access to Biscayne Bay must provide either a boardwalk or Baywalk, at the discretion of the Commission
- The Baywalk walkway must be compliant with the Americans with Disabilities Act (ADA) and must provide lighting and public access
- Multi-family residential zoning requires 1.5 parking spaces per efficiency unit and 2 spaces per one-bedroom or larger unit, plus 10% of total spaces for guest parking; Harbor Island to be excluded from this requirement, and no more than 3 spaces for 3 bedrooms to be required on South Treasure Island
- No changes to the bonus height fee structure of \$750 per unit per 10 ft. of bonus height; \$10 per sq. ft. for office, retail, or restaurant floor area exceeding the maximum base height
- Payment of a fee in lieu of greater side setbacks, combined with greater front setbacks, to allow for bonus height up to 300 ft. within the Bayview Overlay District (BVO); to reach 400 ft., side setbacks must be provided as well

The Commissioners discussed the presentation, with Mayor Latham suggesting that parking changes be made only in the BVO district rather than CG. If these changes

are made in areas with significant nonconforming development, such as Treasure Island, new development would not be able to provide sufficient parking.

Vice Mayor Wilmoth recommended that Code also include language similar to that of other municipalities affected by climate change, such as Miami Beach, to account for the intrusion of water and other impending effects. Village Planner LaRue confirmed that changes of this nature would be brought before the Planning and Zoning Board in the future to incorporate aspects of resiliency and sustainability into Code.

At this time Mayor Latham opened public comment.

Ann Bakst, resident, expressed concern with the proposals to reduce hotel room size and the parking reduction for hotel spaces. She explained that it would be difficult to attract visitors to the Village or the planned Baywalk with insufficient parking and significantly smaller hotel rooms.

Alex Tachmes, attorney representing the Jesta Group, explained that this entity owns the Best Western and Shuckers properties in the Village. He advised that the group wishes to see certain changes in Code before renovations are underway:

- Use of mechanical parking to meet parking requirements for hotels
- No boardwalk/Baywalk requirement for businesses that already provide public access on the waterfront, such as Shuckers
- Development to the height of 240 ft. be allowed by right if the bonus height payment has been made rather than subject to the Commission's discretion

Mr. Tachmes added that the Jesta Group were willing to make bonus height payments within 90 days of Site Plan approval, as previously discussed.

Scott Greenwald, representing the Bayview Overlay District Development Group, noted that the proposed Ordinance has been through numerous workshops and meetings before its final form was determined. He characterized the document as a compromise that would move the Village forward.

Richard Chervony, resident, recalled that the proposed Ordinance approved by the Planning and Zoning Board in September 2018 and was approved upon first reading by a 4-1 Commission vote in the same month. He felt the Ordinance presented for second reading at tonight's meeting differs significantly from the document approved upon first reading. Mr. Chervony concluded that the Ordinance should be reviewed by the Planning and Zoning Board before it is presented to the Commission for the required two public hearings.

Graham Penn, attorney, stated that the Florida Supreme Court has issued an opinion that defines substantial or material changes to a document as follows: they must change the original general purpose of the Ordinance. There have been 11 changes to the proposed Ordinance presented at tonight's meeting, eight of which make changes to existing Code and two of which represent minor adjustments. Mr. Penn urged the Commission to approve the proposed Ordinance.

Brian Shaw, resident, agreed that there has been much more significant development in Miami in recent years, as many developers feel it is more difficult to do business in North Bay Village. He felt the proposed Ordinance would be a step toward the type of community that residents wanted to see.

Rich Holden, resident, stated that the items requested by the Jesta Group representative were not included in the Ordinance and could not be added upon second reading. He recommended that the Ordinance be sent back to the Planning and Zoning Board for review. He also expressed concern that the Ordinance did not discourage “flipping” of properties.

Denise O’Brien, resident, asked if it would be possible for tonight’s meeting to be considered the first reading of a new Ordinance, with a second reading planned within 12 days and a meeting of the Planning and Zoning Board to be held in the interim. The issues raised by the Jesta Group’s representative could be added to the proposed Ordinance during this time frame.

Scott Greenwald addressed the Commission once more, stating that any changes or additions to the Ordinance should be considered subsequently to its approval in a separate process.

As there were no other individuals wishing to speak at this time, Mayor Latham closed public comment.

Attorney Espino advised that while there may have been changes between first and second readings of the Item, they remained within the realm of what was advertised. He did not believe there were any substantial or material changes in the Ordinance that would prohibit the Commission from passing it upon tonight’s second reading.

Mayor Latham agreed that the request from the Jesta Group would need to be brought before the Planning and Zoning Board as a separate item, followed by two readings before the Commission. He suggested that the Commission meet with the Jesta Group representatives and determine the best possible timing of discussion of their requests.

Mayor Latham reviewed the following amendments to the proposed Ordinance that were identified during second reading:

- The Baywalk should be ADA-compliant
- The parking reduction would apply only to the north side of the Causeway of Treasure Island, in the BVO zoning district

Vice Mayor Wilmoth asked if there would be any provision within Code that would allow for an extension of the 90-day payment time frame for bonus height. It was clarified that if the payment is not made within 90 days, this would void approval of an applicant’s Site Plan.

With regard to discussion of the Baywalk and the Jesta Group's request, Mr. Tachmes explained that there are functional considerations with outdoor dining that could complicate the provision of public access. It was determined that this would be further discussed between the Jesta Group and Village Planning Staff, with options to be presented at a later date. Mr. Tachmes urged the Commission to direct Staff to proceed in a manner that could expedite the process.

Vice Mayor Wilmoth made a motion, seconded by Mayor Latham, to accept the Ordinance with the two changes previously stated by the Mayor: the ADA compliance requirement and the parking changes only in the BVO zoning district, specifically on the northern side of the Causeway on Treasure Island.

Disclosures were made by the Commissioners at this time.

In a roll call vote, the motion carried 4-1 (Commissioner Jackson dissenting).

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

None.

14. UNFINISHED BUSINESS (FEBRUARY 12, 2019)

None.

15. NEW BUSINESS

A. DISCUSSION ON VACANT CHARTER POSITIONS (*INTRODUCED BY MAYOR BRENT LATHAM*)

Mayor Latham provided an update on the Village's progress in filling open Charter positions, stating that the position of Village Manager remains open. He suggested it may be best for the Village to undertake a more active recruiting strategy in the future, and to more closely consider the type of manager they wish to fill the position. Commissioner Jackson emphasized the importance of finding a Village Manager who has expertise in dealing with contacts at the County and state levels.

Commissioner Strout advised that she is overseeing the search for a Village Clerk and Village Manager and is working with the Village's consultants to restructure the job descriptions for these positions. Mayor Latham suggested that this process continue for at least another month. A recommendation from the Village Clerk search committee is anticipated at the March 12, 2019 Commission meeting.

Mayor Latham noted that the RFP process for Village Attorney closed earlier in the day. Interim Village Clerk Grace Mariot advised that there were six applicants for this position. A committee, including residents, has been seated to assist in this process and will meet for the first time next week. The RFP allowed for applications by firms as well as by individuals.

C. DISCUSSION REGARDING MIAMI-DADE COMMISSION ON ETHICS LETTER DATED FEBRUARY 21, 2019, FROM JOSE ARROYO (INTRODUCED BY MAYOR BRENT LATHAM)

Mayor Latham explained that the Village had requested an opinion from the Miami-Dade Commission on Ethics regarding the payment of former Village Manager Lewis Velken. The opinion states that the Village is ethically safe in paying Mr. Velken for this relationship either directly or through Stephanie Leon, P.A.

Robert Meyers, attorney, advised that because the Village did not make a payment in January 2019 and the payment for February is now due, they may combine these two payments if they wish. While the opinion offers some clarity from an ethics standpoint, it is possible there may be other issues at the state level that may open the Village up to potential liability if payment is authorized. It was noted that the opinion stated there was no ruling on any issues other than ethics.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

[The below discussion was not an item on the agenda]

Commissioner Strout recalled that at the previous Commission meeting, the members had discussed participation in the Best Buddies Friendship Walk scheduled for March 16, 2019, as well as the upcoming AIDS Walk in April 2019. She noted that a motion to approve is necessary for participation in these events.

Commissioner Strout made a motion, seconded by Mayor Latham, to approve the Village's participation in AIDS Walk and Best Buddies Walk on March 16th. [The motion was not voted upon].

Commissioner Strout clarified that the Village has budgeted \$25,000 to allocate to community events of this nature. She recommended that the Commission review funds budgeted toward these events, which can be beneficial to the community at large.

Commissioner Strout made a motion, seconded by Mayor Latham, to approve the expenditure of \$5,775 for the participation of North Bay Village in the Best Buddies Walk. In a roll call vote, the motion carried 5-0.

Commissioner Jackson asked if the Commission plans to attend the upcoming Equality Florida Gala, which is scheduled for June 14, 2019. Mayor Latham suggested that Dr. Rosado compile a list of upcoming community and charitable events so the Commission may make a more holistic review of them. He added that he would like to hear community input as well.

Commissioner Strout motioned, seconded by Commissioner Jackson, to approve an expenditure of \$7,500 for the participation of North Bay Village in the AIDS Walk. In a roll call vote, the motion carried 5-0.

16. APPROVAL OF MINUTES

None.

17. ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting was adjourned at 11:57 p.m.

Respectfully submitted,

Accepted this 10th day of September, 2019.

Brent Latham, Mayor

Attest:

Elora Riera, CMC
Village Clerk



ITEM NO. 5B

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: Approval of Minutes - June 11, 2019 Regular Village Commission Meeting

RECOMMENDATION

BACKGROUND AND ANALYSIS

Approval of Minutes - June 11, 2019 Regular Village Commission Meeting

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



North Bay Village

REGULAR VILLAGE COMMISSION MEETING MINUTES

JUNE 11, 2019

6:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Opening Items

A. Call to Order

Mayor Brent Latham called the meeting to order at 6:53 p.m.

B. Roll Call

The following were present at the meeting: Mayor Brent Latham, Vice Mayor Wilmoth, Commissioner Jose Alvarez, Commissioner Andreana Jackson, and Commissioner Julianna Strout.

Staff in Attendance: Village Manager Dr. Ralph Rosado, Village Attorney Daniel Espino, Village Clerk Elora Riera, Public Works Director Jose Olivo, Finance Director Bert Wrains, Village Grant Writer Lakeesha Morris, Village Planner Jim LaRue, and Police Chief Carlos Noriega.

C. Pledge of Allegiance

Commission led the audience in the pledge of allegiance.

D. Invocation

Invocation was provided.

2. Order of Business

3. Presentations

A. Proclamations and Awards

1. NBV Scholarship Award Winners

Scholarships were awarded to Alexandra Ley and Angelinne Mendenhall as the winners of the High School scholarship award program.

2. Pride Month Proclamation – *Sponsored by Mayor Latham and Co-Sponsored by Vice Mayor Wilmoth*

Proclamation was presented to all members of the LGBTQ community for pride month.

3. Award for Outstanding Services to Detective Manuel Casais and Detective Steve Brent – *Sponsored by Chief of Police Carlos Noriega*

This Item was deferred until the July, 2019 meeting.

B. Special Presentations To The Commission

1. Performance by Recipient of the Optimist Club Bruce Patterson Music and Art Scholarship

Recipient performed “We are the Champions” to the Commission and audience.

4. Open Forum

Members of the public spoke on items not on the agenda.

5. Approval of Commission Minutes

A. February 5, 2019 – 2nd Regular Village Commission Meeting

B. February 12, 2019 – Regular Village Commission Meeting

Vice Mayor Wilmoth made a motion, seconded by Mayor Latham, to approve the minutes as listed. In a voice vote, the motion carried 5-0.

6. Grant Writer’s Written Report

7. Advisory Board Minutes / Written Reports

A. Community Enhancement Board Vacancy

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth, to nominate Pilar Mendenhall. In a voice vote, the motion carried 5-0.

B. Animal Control Advisory Board

i. Board Chair Cecilia Veloz

C. Business Development Advisory Board

i. Board Chair Timothy Dennis

D. Citizens Budget & Oversight Board

i. Board Chair Jack Rattner

E. Community Enhancement Board

- i. Vice Chair Ana Rivera

F. Planning and Zoning Board

- i. Board Chair Bud Farrey

G. Resident Service Board

- i. Board Chair Indira Dejtjar

H. Sustainability and Resiliency Task Force

- i. Task Force Chair Denise O'Brien

8. Village Commission's Report

The Village Commission provided their reports.

9. Village Attorney's Report

Village Attorney Espino provided his report.

10. Village Manager's Report

A. 2019 Projects Progress Report

Village Manager Rosado provided his report.

11. 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. Staff Items

- 1. Urging the State Legislature and Federal Government to Initiate a Study of the Health Effects of Small Cell Towers Built to Accommodate 5G Technology and to Develop Installation Guidelines Protecting the Health and Welfare of Residents – *Sponsored by Commissioner Jackson***

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA URGING THE STATE LEGISLATURE AND FEDERAL GOVERNMENT TO INITIATE A STUDY OF THE HEALTH EFFECTS OF SMALL CELL TOWERS BUILT TO ACCOMMODATE 5G TECHNOLOGY AND TO DEVELOP INSTALLATION GUIDELINES PROTECTING THE HEALTH AND WELFARE OF RESIDENTS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

2. Granicus Agenda Management Program – *Elora Riera, Village Clerk*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING THE PURCHASE OF GRANICUS LEGISTAR SOFTWARE PLATFORM FOR AGENDA MANAGEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Approved on consent.

3. Disaster Debris Monitoring – *Jose Olivo, Public Works Director*

Approved on consent.

4. Utility Sanitary Sewer System Model – *Jose Olivo, Public Works Director*

Approved on consent.

5. Florida Beautification Grant Financial Update – *Lakeesha Morris, Grant Writer*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT, AND ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

6. Women's Initiative Panel – *Sponsored by Commissioner Strout*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PARTICIPATION IN MONTHLY WOMEN'S INITIATIVE PANEL EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Approved on consent.

Commissioner Jackson made a motion, seconded by Commissioner Strout, to approve consent items. In a roll call vote, the motion carried 5-0.

B. Proclamation / Award / Village Key Requests

None.

12. Discussion / Action Items

A. Unfinished Business

None.

B. New Business

1. **North Bay Village Forfeiture Matter** – *Sponsored by Dr. Ralph Rosado, Interim Village Manager*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SETTLEMENT AND RELEASE OF CASE NO. 2016-CA-018459, IN RE FORFEITURE OF \$659,968.38 IN U.S. CURRENCY SEIZED FROM CITIBANK BY NORTH BAY VILLAGE (ASSOCIATED WITH RACHEL DUGGER); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE SETTLEMENT DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

Commissioner Jackson made a motion, seconded by Commissioner Strout, for approval. Motion carried 5-0.

2. **Pilot Program for Motorized Scooters** – *Sponsored by Commissioner Strout – REVISED MEMO*

Discussion ensued regarding pilot program for motorized scooters. Consensus for staff to look further into the program and bring back to the Commission.

3. **Miami Beach Parks and Recreation Discount for Use of Normandy Pool** – *Sponsored by Commissioner Strout*

Discussion ensued regarding the Miami Beach Parks and Recreation discount for use of Normandy Pool.

4. **Short-Term Vacation Rental Application Denial Appeal – 7700 Miami View Drive** – *Sponsored by Dr. Ralph Rosado, Interim Village Manager*

This Item was deferred until the July 2019 meeting.

5. **North Bay Village Community Foundation** – *Sponsored by Dr. Ralph Rosado, Interim Village Manager*

Commissioner Jackson made a motion, seconded by Commissioner Strout, for approval. In a roll call vote, the motion carried 5-0.

6. Special Election in November – *Sponsored by Commissioner Strout*

Discussion ensued regarding the possibility of a special election in November.

7. Discussion on Nomination of Outstanding Elected Official for the E. Harris Drew Lifetime Achievement Award – *Sponsored by Mayor Latham*

Commissioner Jackson made a motion, seconded by Commissioner Alvarez, to nominate Commissioner Strout for the E. Harris Drew Municipal Lifetime Achievement Award. In a voice vote, the motion carried 3-0 (Vice Mayor Wilmoth and Commissioner Strout not present for vote).

8. Former Village Hall Site – *Dr. Ralph Rosado, Interim Village Manager*

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth, to approve the Mayor's proposal to move forward with public works building for a dog park.

Commissioner Jackson amended her motion as follows: to instruct the Village Attorney to explore taking on the process of quiet title to the property. Vice Mayor Wilmoth seconded the amended motion.

In a roll call vote, the motion carried 5-0.

9. Paid Parental Leave Policy Discussion – *Sponsored by Commissioner Strout*

This Item was deferred.

10. Village Manager Contract with Dr. Ralph Rosado

Vice Mayor Wilmoth made a motion, seconded by Commissioner Jackson, to approve the contract as presented. In a roll call vote, the motion carried 5-0.

11. Single-Use Plastics Ban

This item was added to the agenda.

Discussion ensued regarding the ban on single-use plastics in the Village.

12. First Reading of Ordinances: *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.*

A. Short-Term Vacation Rentals – Sponsored by Mayor Brent Latham and Co-Sponsored by Commissioner Jose Alvarez

Commissioner Jackson made a motion for approval.

Mayor Latham proposed the following amendment to the motion: doubling the fine amounts for first, second, and subsequent violations. Commissioner Jackson accepted the amendment to her motion.

Vice Mayor Wilmoth seconded the amended motion.

Commissioner Jackson further amended her motion as follows: that the Village Manager signs off or appoints a designee to do so for short-term vacation rental Short Term Vacation Rental (STVR) applications. Vice Mayor Wilmoth seconded the amended motion.

Commissioner Jackson left the meeting at 9:57 p.m.

Vice Mayor Wilmoth withdrew his second of the amended motion. The motion died for lack of second.

Vice Mayor Wilmoth made a motion, seconded by Mayor Latham, to accept the Ordinance, with the changes so stated by the Mayor [removal of the mention of a designee of the Village Manager]. In a roll call vote, the motion carried 4-0.

B. Schonberger Tot Lot Age Park Restrictions – Sponsored by Mayor Latham and Co-Sponsored by Commissioner Jackson

Vice Mayor Wilmoth made a motion, seconded by Mayor Latham, to approve [addressing the age restriction on the park]. In a roll call vote, the motion carried 4-0.

14. Public Hearings

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.

A. Business Tax Receipts

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XI, CHAPTER 110, ENTITLED “GENERAL LICENSING AND OTHER PROVISIONS,” OF THE VILLAGE CODE OF ORDINANCES BY UPDATING THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Vice Mayor Wilmoth made a motion, seconded by Commissioner Strout, to accept the Ordinance on the business tax receipts on second reading. In a roll call vote, the motion carried 4-0.

B. Invasive Species – *Sponsored by Mayor Latham*

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY THE CREATION OF SECTION 100.03, “PROHIBITED VEGETATION”; PROHIBITING THE PLANTING OF INVASIVE PLANT SPECIES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Vice Mayor Wilmoth made a motion to accept the Invasive Species Ordinance with the provision that the [non-invasive] black olive is also accepted and moved forward. In a roll call vote, the motion carried 4-0.

15. Adjournment

There being no further business to come before the Commission at this time, the meeting was adjourned at 10:26 p.m.

Respectfully submitted,

Accepted this 10th day of September, 2019.

Brent Latham, Mayor

Attest:

Elora Riera, CMC
Village Clerk



ITEM NO. 5C

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: Approval of Minutes - May 14, 2019 Regular Commission Meeting

RECOMMENDATION

BACKGROUND AND ANALYSIS

Approval of Regular Commission Meeting minutes of May 14, 2019.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



North Bay Village

REGULAR VILLAGE COMMISSION MEETING MINUTES

MAY 14, 2019

6:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Opening Items

A. Call to Order

Mayor Brent Latham called the meeting to order at 6:37 p.m.

B. Moment of Silence for Passing of Village Employee Miguel Herrera

A moment of silence was held for the passing of Village employee Miguel Herrera.

C. Invocation

Invocation was provided.

D. Pledge of Allegiance

The Mayor and Commission led the pledge of allegiance.

E. Roll Call

The following were present at the meeting: Mayor Brent Latham, Vice Mayor Wilmoth and Commissioner Julianna Strout.

Commissioner Jose Alvarez and Commissioner Jackson were absent.

Staff in Attendance: Interim Village Manager Dr. Ralph Rosado, Interim Village Attorney Daniel Espino, Village Clerk Elora Riera, Finance Director Bert Wrains, Village Grant Writer Lakeesha Morris, Village Planner Jim LaRue, and Acting Police Chief Brian Collins.

2. A. Proclamations and Awards

i. Retirement Recognition for Officer Lisa Gittner

ii. Little Lighthouse Proclamation

A proclamation was awarded to the Little Lighthouse.

B. Citizen Presentations To The Commission

i. The No Room for Hate Treasure Island Elementary School Choir

Children from TIES performed.

ii. Legislative Report from State Senator Jason Pizzo

State Senator Jason Pizzo provided a report.

iii. Legislative Report from State Representative Michael Grieco

State Representative Michael Grieco provided a report.

iv. Lobbyist Report from North Bay Village Lobbyist Ron Book

Lobbyist Ron Book provided a report.

C. Additions and Deletions (Order of Business)

Vice Mayor Wilmoth made a motion, seconded by Commissioner Strout, to hear New Business immediately after the Consent Agenda. In a voice vote, the motion carried 3-0.

3. Good & Welfare (Open Forum)

Members of the public spoke on items not on the agenda.

4. Village Commission's Report

The Village Commission provided their reports.

5. Grant Writer's Report

The Grant Writer's report was provided to the Commission.

6. Advisory Board Written Reports

Advisory Board minutes were provided to the Commission for their information. Advisory Board Chair's answered any questions the Commission had.

A. Appointment to Sustainability and Resiliency Task Force

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to nominate Ryan Steckbeck. In a roll call vote, the motion carried 3-0.

B. Animal Control Advisory Board

- i. **Board Chair Cecilia Veloz**

C. Business Development Advisory Board

- i. **Board Chair Timothy Dennis**

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, for the \$10,000 that has been allocated for the paddleboard event. In a roll call vote, the motion carried 3-0.

D. Citizens Budget & Oversight Board

- i. **Board Chair Jack Rattner**

E. Community Enhancement Board

- i. **Board Chair Dale Penn**

F. Planning & Zoning Board

- i. **Board Chair Bud Farrey**

G. Resident Service Board

- i. **Board Chair Indira Dejtiar**

H. Sustainability and Resiliency Task Force

- i. **Task Force Chair Denise O'Brien**

7. Village Attorney's Report

Interim Village Attorney Espino provided his report.

8. Village Manager's Report

Interim Village Manager Rosado provided his 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. Accepting a Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Direct Allocation in the Amount of \$1041.00

Approved on consent.

B. Restaurant of the Month (SPONSORED BY MAYOR LATHAM)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE MAYOR'S RESTAURANT OF THE MONTH PROMOTION CAMPAIGN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

Approved on consent.

C. Approving the Miami Foundation Public Space Challenge Submittal (SPONSORED BY MAYOR LATHAM)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE VILLAGE'S PROJECT SUBMITTAL TO THE MIAMI FOUNDATION'S PUBLIC SPACE CHALLENGE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

D. Baywalk South – Project Costs and Project Management

This item was pulled for discussion.

Vice Mayor Wilmoth made a motion, seconded by Mayor Latham, to approve the project costs and management costs. In a roll call vote, the motion carried 2-1 (Commissioner Strout dissenting).

E. License Plate Reader Camera System

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PRIOR PURCHASE ORDER / AGREEMENT WITH ATCI COMMUNICATIONS, INC. FOR THE PURCHASE OF ADDITIONAL LICENSE PLATE READER EQUIPMENT FOR THE POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE CONTRACTUAL DOCUMENTS AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

This item was pulled for discussion.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve. In a roll call vote, the motion carried 3-0.

F. Vogel Park – Replacement of Rubberized Surface Beneath Playground

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25 OF THE VILLAGE CODE OF ORDINANCES, APPROVING THE PURCHASE OF RUBBERIZED PLAYGROUND

SURFACES AT VOGEL PARK FROM ADVANCED RECREATIONAL CONCEPTS OF MELBOURNE, FLORIDA VIA VOLUSIA COUNTY CONTRACT, IN AN AMOUNT NOT TO EXCEED \$51,000.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve the Consent Agenda as a whole [Items 9D and 9E pulled for discussion]. In a roll call vote, the motion carried 3-0.

- 10. Ordinances for First Reading and Resolutions:** *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.*

A. Unified Land Development Code Revisions to Fence Standards

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 8.16(F); CLARIFYING THAT FENCES ON CORNER LOTS SHALL NOT EXCEED 5 FEET IN HEIGHT IN BOTH YARDS WITH STREET FRONTAGE, SETTING A MINIMUM WIDTH FOR REQUIRED LANDSCAPING; ALLOWING FOR GOVERNMENT USES TO CONSTRUCT SAFE AND COMPATIBLE FENCES, WALLS AND HEDGES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

After discussion, this item will be heard at the Planning and Zoning Board level and be brought back to the Commission.

B. Business Tax Receipts

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XI, CHAPTER 110, ENTITLED "GENERAL LICENSING AND OTHER PROVISIONS" OF THE VILLAGE CODE OF ORDINANCES BY UPDATING THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Vice Mayor Wilmoth made a motion, seconded by Mayor Latham, to approve on first reading. In a roll call vote, the motion carried 3-0.

C. Commission Meeting and Agenda Procedures

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING AND RESTATING PROCEDURES AND STANDARDS FOR COMMISSION MEETINGS AND AGENDA ITEMS AND NOTICES RELATED

THERETO; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve with adjustments:

- Retention of an Invocation on the order of Agenda
- Order of roll call vote: maker of motion, second of motion, followed by individual(s) seated left of maker of motion
- Continue to circulate Agenda to make it available to Village residents

Vice Mayor Wilmoth offered the following amendment to the motion: retain the originally proposed language regarding voting order.

Commissioner Strout withdrew her motion.

Vice Mayor Wilmoth made a motion, seconded by Mayor Latham, to accept the changes as proposed, adding the Invocation as per Commissioner Strout had suggested. In a roll call vote, the motion carried 3-0.

D. Invasive Species (SPONSORED BY MAYOR LATHAM)

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCE BY THE CREATION OF SECTION 100.03, "PROHIBITED VEGETATION"; PROHIBITING THE PLANTING OF INVASIVE PLANT SPECIES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve. In a roll call vote, the motion carried 3-0.

E. Hiring of New Public Works Director, Jose Olivo, P.E.

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF JOSE OLIVO, P.E., AS THE PUBLIC WORKS DIRECTOR PURSUANT TO SECTION 4.01 OF THE VILLAGE CHARTER; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve. In a roll call vote, the motion carried 3-0.

Vice Mayor Wilmoth made a motion, seconded by Commissioner Strout, to extend the meeting by half an hour. In a voice vote, the motion carried 3-0.

F. Resolution Authorizing Funding for a Master Plan and LDR Update

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE \$200,000 FROM AVAILABLE FISCAL YEAR 2019 AND FISCAL YEAR 2020 UNRESERVED FUND BALANCE; SETTING AN EFFECTIVE DATE.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve with the changing of the wording from “and” to “and/or.” In a roll call vote, the motion carried 3-0.

11. Public Hearings Including Ordinance(s) for Second Reading

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.

A. Establishing a moratorium for a Period of One Hundred Eighty (180) Days from the Effective Date of this Ordinance on the Acceptance of Applications for Administrative Review, Site Plan Approval, and Building Permits for the Use of Land for New Public Self Storage Facilities

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING A MORATORIUM FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM THE EFFECTIVE DATE OF THIS ORDINANCE FOR THE ACCEPTANCE OF APPLICATIONS FOR ADMINISTRATIVE REVIEW, SITE PLAN APPROVAL, AND BUILDING PERMITS FOR THE USE OF LAND FOR NEW PUBLIC SELF STORAGE FACILITIES; PROVIDING FOR WAIVERS; PROVIDING FOR VESTED RIGHTS; PROVIDING FOR APPEALS; PROVIDING FOR MODIFICATIONS TO VESTED DEVELOPMENTS; REQUIRING EXHAUSTION OF ADMINISTRATIVE REMEDIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve. In a roll call vote, the motion carried 3-0.

B. Mitigation Process for Code Enforcement Fines

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XV, CHAPTER 153, ENTITLED “CODE ENFORCEMENT,” OF THE VILLAGE CODE OF ORDINANCES BY CLARIFYING THE MITIGATION PROCESS FOR CODE ENFORCEMENT FINES, THE ROLE OF THE VILLAGE ATTORNEY, THE ENFORCEMENT OF LIENS AND COMPLIANCE WITH THE VILLAGE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Wilmoth made a motion, seconded by Commissioner Strout, to accept the Item. In a roll call vote, the motion carried 3-0.

C. Planning and Zoning Board Composition

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE IV, CHAPTER 32, ENTITLED “DEPARTMENTS AND BOARDS,” OF THE VILLAGE CODE OF ORDINANCES, AND CHAPTER 4, “ADMINISTRATION AND ENFORCEMENT,” BY MODIFYING THE COMPOSITION OF THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Wilmoth made a motion, seconded by Mayor Latham, to accept Item 11C. In a roll call vote, the motion carried 3-0.

12. Unfinished Business

A. Verbal Update on Charter Positions

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to make Dan Espino of Weiss Serota the permanent Village Attorney, and to appoint Vice Mayor Wilmoth to spearhead the contract negotiation. In a roll call vote, the motion carried 3-0.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to make Dr. Rosado the permanent Village Manager, and that she would spearhead contract negotiations. In a roll call vote, the motion carried 3-0.

13. New Business

Commissioner Strout made a motion for Item 13D to be moved up in the Agenda. In a voice vote, the motion carried 3-0.

A. Potential Dog Park at Sakura Site

Discussion ensued regarding the dog park at the Sakura site.

B. Short Term Vacation Rentals

Discussion ensued regarding short term vacation rentals. After some discussion, Commission requested that staff review and bring back with new fee schedule.

C. Freebee Passenger Shuttle

Discussion ensued regarding the freebee passenger shuttle. There was consensus by Commission to move forward with the shuttle.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to move forward with FreeBee. In a roll call vote, the motion carried 3-0.

D. Noriega v. North Bay Village

This item was moved up before Item 13A.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to approve Item 13D and reinstate Mr. Noriega. In a roll call vote, the motion carried 3-0.

14. Approval of Minutes

A. March 12, 2019 Regular Village Commission Meeting

B. April 16, 2019 Village Commission Workshop Meeting

C. February 28, 2019 2nd Regular Village Commission Meeting

Vice Chair Wilmoth made a motion, seconded by Commissioner Strout, to approve the minutes of the above three meetings. In a roll call vote, the motion carried 3-0.

15. Adjournment

There being no further business to come before the Commission at this time, the meeting was adjourned at 12:08 a.m.

Respectfully submitted,

Accepted this 10th day of September, 2019.

Brent Latham, Mayor

Attest:

Elora Riera, CMC
Village Clerk



ITEM NO. 5D

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: Approval of Minutes - May 14, 2019 Special Village Commission Meeting

RECOMMENDATION

BACKGROUND AND ANALYSIS

Approval of Commission Meeting Minutes from May 14, 2019 Special Village Commission Meeting

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



North Bay Village

SPECIAL VILLAGE COMMISSION MEETING MINUTES

May 14, 2019

4:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 4:38 p.m.

B. Roll Call

The following were present at the meeting: Mayor Brent Latham, Vice Mayor Wilmoth and Commissioner Julianna Strout.

Commissioner Jose Alvarez and Commissioner Jackson were absent.

2. North Bay Village Organizational Assessment from Alvarez & Marsal Public Sector Services, LLC (A&M)

Presentation was made by Alvarez & Marsal Services, LLC. They answered questions from the Commission.

Vice Mayor Wilmoth made a motion to receive the report made by Alvarez & Marsal and recommended implementation of the report. The motion was seconded by Commissioner Strout which carried 3-0 in a roll call vote.

3. Public Comments

The following spoke under public comments:

- Laura Cattbriga
- Kevin Vericker
- Jack Rattner
- Denise O'Brien
- Petra Bouwen

4. Adjournment

There being no further business to come before the Commission at this time, the meeting was adjourned at 5:50 p.m.

Respectfully submitted,

Accepted this 10th day of September, 2019.

Brent Latham, Mayor

Attest:

Elora Riera, CMC
Village Clerk



ITEM NO. 5E

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: Approval of Meeting Minutes - December 12, 2018 Regular Village Commission Meeting

RECOMMENDATION

BACKGROUND AND ANALYSIS

N/A

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A



North Bay Village

REGULAR VILLAGE COMMISSION MEETING MINUTES

DECEMBER 11, 2018

6:30 P.M.

**1666 Kennedy Causeway, #101
North Bay Village, FL 33141**

1. Opening Items

A. Call to Order

Mayor Brent Latham called the meeting to order at 6:34 p.m.

B. Invocation

Rabbi Faivish Dalfin and Brother Robbins presented invocations.

C. Pledge of Allegiance

D. Oath of Office

Judge Renatha Francis administered the oath of office to Harbor Island Commissioner Marvin Wilmoth.

E. Roll Call

The following were present at the meeting: Mayor Brent Latham, Vice Mayor Andreana Jackson, Commissioner Marvin Wilmoth, Commissioner Jose Alvarez, Commissioner Julianna Strout.

Also present were: Interim Village Manager Lewis Velken, Village Attorney Norman C. Powell, Interim Village Clerk Graciela Mariot, Finance Director Bert Wrains, Village Grant Writer Lakesha Morris, Village Planner Jim LaRue, and Acting Police Chief Brian Collins.

2.

A. Proclamations and Awards

Kenny Stowe introduced Rabbi Faivish Dalfin and outlined some of the outstanding ways those being recognized had served to protect the community.

Rabbi Faivish Dalfin recognized Interim Village Manager Lewis Velken, Acting Police Chief Brian Collins, and Sgt. James McVay for outstanding service.

B. Citizen Presentations to the Commission

None

C. Additions and Deletions

Mayor Latham asked that a citizen art project be added to the agenda.

3. Good and Welfare

A. Open Forum

Jack Rattner welcomed the new Mayor and Commissioners, and stated he looks forward to a new promise of transparency.

Pilar Samosa congratulated the new Mayor and Commissioners, and said it was a new beginning for North Bay Village.

Consuelo Garcia welcomed the new Board and encouraged a practice of the principles of honesty, transparency, and ethics.

Kevin Vericker stated he has lived in North Bay Village for 20 years and has been writing about the community for eight (8) years. He said he is seeing a new level of excitement for getting out of the rut the Village is stuck in.

Alan Markelson encouraged transparency and stated the Board has a chance to turn over a new leaf.

Fane Lozman encouraged the Mayor and Commissioners to respect the Sunshine Law and do business in the open. He asked that Item 15E be tabled from the agenda and a Request for Proposals (RFP) be sought.

Petra Bouwen stated the agenda was transparent for the first time in many years and spoke in support of Item 15E, as well as First Amendment rights at previous meetings.

Robert Alvarez expressed concern regarding potential zoning changes to increase density in housing and encouraged the Board to get a second analysis.

Richard Chervony expressed concern regarding the Board's previous adherence to meeting procedures including notice and agenda items. He thanked Commissioner Stroud for her assistance in finding housing for a homeless veteran.

Laura Cattabriga spoke against firing Village Attorney Norman C. Powell.

Renaldo Truhill encouraged the new Mayor and Commissioners to study the issues and read everything they can to educate themselves.

Douglas Hornsby stated he looks forward to changes being made with the Village and is willing to serve on Boards and Committees as needed.

B. Appointment of Vice Mayor

Vice Mayor Jackson nominated Commissioner Wilmoth for the position of Vice Mayor.

Mayor Latham opened the item for public discussion.

Douglas Hornsby noted he believed a unanimous vote for Commissioner Wilmoth was in order.

Renaldo Truhill spoke on behalf of Commissioner Wilmoth and said he always studies the issues. Continuing, he spoke to the importance of the Vice Mayor position.

Kevin Vericker stated the Board would not go wrong with Commissioner Wilmoth, as he is transparent, honest, and experienced, but encouraged the Board to consider Commissioner Strout as being equally qualified and dedicated.

Mitch Odelstein spoke in support of Commissioner Wilmoth, citing his experience and understanding of Parliamentary Procedure.

Pilar Samosa stated she thought this issue should be tabled to give more time to think about it. She noted Commissioner Strout's vote total during the election.

Mayor Latham sought counsel from Village Attorney Norman C. Powell on how to proceed.

Mr. Powell noted the Charter was clear a Vice Mayor had to be selected at the first meeting following the election, and noted a motion was on the table to name Commissioner Wilmoth as Vice Mayor and would need to be voted on first.

The Commissioners discussed the merits of each of the two (2) candidates.

Motion by current Vice Mayor Jackson, seconded by Commissioner Alvarez, to nominate Commissioner Wilmoth as Vice Mayor. In a roll call vote, the motion passed (5-0).

4. Village Commission's Report

Commissioner Alvarez stated he just returned from a long trip and welcomed the new Mayor and Commissioners.

Commissioner Strout provided a report on her recent activities and priorities moving forward, including:

- Attended an event where North Bay Village was recognized by the Best Buddies organization as Champion of the Year
- Participated in a celebrity beach soccer match benefiting Best Buddies
- Stated she will focus on work with neighboring municipalities
- Said she felt fortunate to meet many of the voters during campaign
- Stated there will be due process and organization associated with each item the new Commission puts in place
- Expressed an interest in expanding senior programs
- Encouraged people to attend other meetings such as the Budget Board
- Asked residents to bring any questions to her attention

Commissioner Jackson welcomed the new Commission and gave her report, including:

- Appreciated the recent workshops to get community involvement
- Stated an update is forthcoming later in the agenda on the Treasure Island project and she is aware of everyone's related pain

Vice Mayor Wilmoth thanked the Commissioners for their support of him as Vice Mayor and thanked to public for coming out, then gave a report, including:

- Stated changing the narrative in the Village will be a community effort
- Noted the residents are unmatched in their passion, and now it is time to turn that it into action and legislation
- Outlined policy priorities including sea level rise, dog parks and public spaces, and other issues which will be released over the next several months

Mayor Latham stated he was glad to see the room filled with residents, and provided his report, including:

- Stated he hears the feedback regarding transparency and accountability
- Noted he encourages care in making accusations
- Said the initial workshop went well and the Commissioners looking forward to serving the Villagers in a fair way
- Reported holiday events which have been held were successful and recognized the Village staff on their work
- Stated an event was held on resiliency and sea level change, the takeaways were encouraging, and an item is on the agenda regarding this issue
- Reported on visiting with the School Board regarding making the school more of a community resource
- Stated he has been working to build resources and opportunities for small business owners and will be continuing that work

- Noted there is a lot to do and the meetings may run long in the beginning

5. Grant Writer's Report

Grant Writer Lakeesha Morris made a report on the past two (2) months, including:

- Baywalk Plaza project update
- Computer lab program is moving toward ribbon cutting
- Attended sea level rise training and came back with information on new tools

Commissioner Jackson asked Ms. Morris to look into grant funding to get rid of blight on Treasure Island by improving the tennis courts.

Ms. Morris noted Interim Village Manager Lewis Velken had also brought forth some recreational opportunities. She stated funders often do not want to provide funding for projects on school grounds but agreed to investigate potential funding sources.

6. Advisory Board Reports

A. Arts, Cultural, and Special Events Board

None

B. Animal Control Advisory Board

Animal Control Advisory Board Chair Cecilia Veloz provided information on the actions of the Board and gave an update. Ms. Veloz expressed concern no action had been taken regarding the Board's recommendations, and state she felt the Board had run its course and may be ready to dissolve.

The Commissioners, Ms. Veloz, and staff discussed issues with the Village's cat population and potential solutions.

C. Business Development Advisory Board

None

D. Citizens Budget & Oversight Board

Citizens Budget & Oversight Board Member Jack Rattner presented an overview on the history of the Board and an update on recent key topics, including:

- Evaluation of undergrounding of utilities
- Village Hall project needing to move forward
- Board recommended against purchase of Sakura property

- Old sewage lines need to be removed
- Contracts with current vendors have been reviewed and found errors which have not been remedied
- Recommended evaluation of online bidding program and system
- Outdated PBX phone system needs improvement
- Recommended better utilization of Citizen Trust funds for island hopper

E. Community Enhancement Board

Community Enhancement Board member Mr. Rattner presented an overview of the history of the Board and provided an update on key items from the past year's efforts, including:

- Repaired and replaced lighting and irrigation at entrances to islands
- Repaired landscaping issues at entrances
- Purchased and installed topiaries
- Recommended moving of digital LED sign to avoid traffic safety hazard
- Working on bulb out system
- Looking at drought tolerant plantings with new construction
- Discussing Village branded benches and receptacles in parks which were budgeted for and approved by a previous Commission
- Discussing installation of pet disposal cans

F. Planning & Zoning Board

None

7. Village Attorney's Report

Mr. Powell stated he would incorporate his report into agenda items.

8. Village Manager's Report

Interim Village Manager Lewis Velken provided a history of a moratorium placed on the Village's water system, and noted the moratorium was recently lifted. He stated the system will be monitored for the next six (6) months.

Leon Chen utilized a portion of Mr. Velken's time to explain recent delays on the Sakura property. He noted an unexpected vault caused delays but permitting is in place and work will begin December 12. He stated work is expected to take one (1) to three (3) weeks.

Gary Rettae with Kimley Horn and Associates utilized a portion of Mr. Velken's time to update on capital improvement projects on Treasure Island, including:

- Water main rehabilitation program

- Started in June 2017, scheduled for completion February 2019
 - On track to come in under budget
 - Majority of water mains have been completed
- Water meter replacement program
 - Started in August 2017, scheduled for completion March 2019
 - On track to come in at or under budget
 - Replacing water meters with smart technology to automate meter reading and billing process
 - Subject to completion of water main project
 - Includes one (1) year of support
- Sanitary sewer rehabilitation program
 - Started in May 2016, completion scheduled for end of 2018
 - Improved integrity of all underground piping substantially
 - Work remaining to comply with County criteria
- Stormwater outfall rehabilitation program
 - Started in January 2018, completion scheduled for May 2019
 - Made improvements to existing outfall pipes with lining methodology within bid
 - Modified scope of work with remaining funds
 - Water quality improvements

The Board went into recess at 9:17 p.m.

Mayor Latham called the meeting to order at 9:30 p.m.

George Wick with Kimley Horn and Associates was present to update regarding the Baywalk Plaza Area Design but stated Ms. Morris covered the issue during the Grant Writer report, so he would not repeat the presentation.

Mr. Wick answered Commission questions regarding the project, including how it was prioritized and what the potential costs associated might be.

9. Consent Agenda

None

10. Ordinances for First Reading

None

Motion by Mayor Latham, seconded by Commissioner Strout, to move new business up on the agenda. In a roll call vote, the motion passed (5-0).

15. New Business

A. Discussion regarding dog park (*Introduced by Mayor Brent Latham*)

D. Discussion on the property at 1335 79th Street Causeway, also known as Sakura lot (*Introduced by Commissioner Marvin Wilmoth*)

Items 15A and 15D were taken out of order. Noting the items were related, Mayor Latham asked to discuss the items together.

Mayor Latham presented an idea to utilize the footprint of the Sakura lot as a temporary dog park once the building has been removed from the property.

The Commissioners discussed the feasibility of the idea, including costs and liability.

By consensus, the Commissioners directed staff to review feasibility and zoning exceptions to utilize the footprint of the former Sakura building as a temporary dog park.

B. Discussion regarding consolidation and/or creation of Advisory Boards (*Introduced by Mayor Brent Latham*)

Item 15B was addressed out of order.

The Commissioners discussed ideas presented to roll some Boards together or discontinue Boards. By consensus, they decided to seek additional applicants for the existing Boards prior to the next meeting.

The Commissioners voted on paper and submitted their choices for Board appointments to Interim Village Clerk Graciela Mariot for tally.

The Board went into recess at 10:28 p.m.

Mayor Latham called the meeting to order at 10:41 p.m.

Interim Village Clerk Mariot circulated paper ballots for the Citizens Budget & Oversight, Business Development, and Planning & Zoning Boards to break ties.

a. Appointment of member to the Animal Control Advisory Board (5 members) - Three (3) applications

Item tabled to next meeting.

b. Appointment of member to the Arts, Cultural, & Special Events Board (5 members) - One (1) application

Item tabled to next meeting.

c. Appointment of member to the Business Development Advisory Board (5 members)

a. Six (6) applications

Interim Village Clerk Graciela Mariot stated the Commissioners had chosen Denise O'Brien, Nick Quade, Tim Dennis, and James Rosenberg for the Business Development Advisory Board.

Ms. Mariot stated there was a tie for the fifth Board member.

Motion by Mayor Latham, seconded by Commissioner Strout, to appoint Paul Jacob to the Business Development Advisory Board, breaking a tie on the fifth member. In a roll call vote, the motion passed (5-0).

Motion by Mayor Latham, seconded by Commissioner Strout, to appoint the five new members named by the clerk. In a roll call vote, the motion passed (5-0).

d. Appointment of member to the Citizens Budget & Oversight Board (3 members) - Three (3) applications

Interim Village Clerk Mariot stated the Commissioners had chosen Paul Crespo, Richard Chervony, Laura Cattabriga, James Rosenberg, and Jack Rattner for the Citizens Budget & Oversight Board.

Motion by Commissioner Jackson, seconded by Commissioner Strout, to appoint the five new members named by the clerk. In a roll call vote, the motion passed (5-0).

e. Appointment of member to the Community Enhancement Board (5 members) - Three (3) applications

Item tabled to the next meeting.

f. Appointment of member to the Planning & Zoning Board (5 members) - Thirteen (13) applications

Interim Village Clerk Mariot stated the Commissioners had chosen Douglas Hornsby, Kip Dugal, Richard Chervony, Richard Holben, and Lewis Torrego for the Planning & Zoning Board.

Motion by Commissioner Jackson, seconded by Mayor Latham, to appoint the five new members named by the clerk. In a roll call vote, the motion passed (5-0).

Motion by Commissioner Strout, seconded by Commissioner Jackson, to table voting on members for the remaining Boards to the next meeting. In a roll call vote, the motion passed (5-0).

g. Appointment of member to the Signage Review Board (5 members) - No applications

Item tabled to next meeting.

h. Appointment of member to the Youth & Education Services Board (5 members) - One (1) application

Item tabled to next meeting.

C. Discussion regarding Village lobbyist contract (*Introduced by Mayor Brent Latham*)

Mayor Latham introduced the matter, stating the Legislative session was approaching and he wanted the Commission to clarify the Village's relationship with a lobbyist.

Interim Village Manager Velken noted there was concern as to whether the contract was legal as it had not gone out for Request for Proposals (RFP) prior to the previous Commission's approval. He stated the contract had not been signed.

The Commissioners discussed the current lobbyist contract and the relationship with the prior lobbyist, including whether the contract with Tom Book had been executed.

Village Attorney Norman C. Powell advised there was a valid, binding contract in place, as Mr. Book signed the contract, there was Resolution directing signature of the contract, and the contract was for a period of less than one (1) year.

Motion by Commissioner Strout to continue the relationship with the prior lobbyist, Fausto Gomez, citing the lack of work done in preparation for the Legislative session done by Mr. Book. The motion died for lack of a second.

Mayor Latham opened the item to public comment.

Richard Chervony stated he did not believe Mr. Book's contract was valid.

George Gonzales requested clarification from Mr. Powell regarding the status of the contract with Mr. Book.

Mr. Powell stated the contract had not been signed, but it was duly adopted by Resolution of the prior Commission. He noted terms of less than one (1) year do not require a signed contract under Florida law.

Fane Lozman read into the record an article regarding Mr. Gomez being restricted from lobbying in the County.

Fausto Gomez clarified that he was not banned, nor had he ever been banned, in any jurisdiction. He stated the referenced issue was competing priorities in Miami-Dade County, and referenced legal opinions relating to the County and Ethics Commission.

Douglas Hornsby pointed out a Resolution could be introduced to void the previous Resolution to sign the contract with Mr. Book.

Petra Bowen spoke regarding the cost of terminating Mr. Book's contract.

Kenny Stowe encouraged the Commission to take the advice of the Village Attorney that the contract was valid and pointed out Mr. Book was not at the meeting to defend himself.

Mayor Latham clarified it was his understanding until 30 minutes before the meeting that there was not a valid contract with a lobbyist. He noted he hopes to have proper information in a timely manner in the future.

The Commissioners discussed the lobbying contract at length.

Fausto Gomez withdrew his interest in serving as the Village lobbyist and stated his firm would compete for the RFP at such time as it is published.

The Commissioners discussed the procurement process, and the will to follow the process with all future hiring.

At the consensus of the Board, Mr. Powell was directed to research whether a procurement exemption applies to lobbyists, begin the framework of creating an RFP for the lobbyist contract to be circulated following the Legislative session, and execute the contract with Mr. Book.

D. Discussion on the property at 1335 79th Street Causeway, also known as Sakura lot (*Introduced by Commissioner Marvin Wilmoth*)

Item addressed later in the meeting.

E. Discussion on Charter Positions (*Introduced by Mayor Brent Latham*)

- a. **Notice to terminate Village Attorney Norman C. Powell, Pursuant to Village Charter, Paragraph 6 of "Engagement Agreement." (*Introduced by Commissioner Julianna Strout*)**

Commissioner Strout introduced the item, stating Mr. Powell was an at-will employee serving the Commission, and that she had no confidence in his abilities to serve. In addition, she noted an RFP was not utilized in his hiring, and said his contract included items which were a violation of the public trust.

Motion by Commissioner Strout seconded by Mayor Latham, to terminate the Village Attorney pursuant to the Village Charter.

Mayor Latham opened the item to public comment.

Petra Bowen shared her personal experiences with Mr. Powell and encouraged the Commissioners to remove him from the Village Attorney position.

Motion by Commissioner Strout, seconded by Mayor Latham, to continue the meeting to 1:00 a.m. In a roll call vote, the motion passed (5-0).

Kevin Vericker spoke in support of removing Mr. Powell as a step in righting the ship.

George Gonzales spoke against Mr. Powell.

Denise O'Brien thanked Vice Mayor Wilmoth for noting the people had voted for a change in attitude and stated due process must be followed. She asked Mr. Powell to remove himself then compete for a new RFP.

Paul Crespo stated the public is looking for the Commission to utilize RFPs.

Fane Lozman stated Mr. Powell had stood up to people in the Village, noted he was a man of integrity and encouraged the Commission to support Mr. Powell for 90 days.

Kenny Stowe spoke in support of Mr. Powell and his experience.

Douglas Hornsby said Mr. Powell is a hold over from the previous Commission. He asked that the position go out for an RFP and background checks be completed on applicants.

Eddie Limb spoke in opposition of Mr. Powell.

Richard Chervony spoke in opposition of Mr. Powell.

Coco Widget spoke in support of Mr. Powell, stating he had made a huge change in transparency since the prior administration.

Mitch Odelstein spoke in support of Mr. Powell.

Tim Dennis commended Commissioner Strout for having the courage to bring the issue forward. He stated removing Mr. Powell was the proper step.

Village Attorney Norman C. Powell spoke on his own behalf. He stated:

- He has been practicing law since 1990
- He has served as outside counsel to the Village as far back as 2013 in contract negotiations

- There is no requirement to go out for RFP in securing attorney services in the State of Florida
- He graduated with distinction from one of the highest-ranking law schools in the country
- He was a pioneer in minority access
- His career has been devoted to fighting for what's right
- He saved the Village almost \$900,000 in a contract negotiation when first brought in, due to a contract without an appraisal
- He logs more than 50 hours per week for the Village, and his door is always open
- The Commission will not know what he can do unless he is given a fair and reasonable opportunity to work with the new Commission

Motion by Mayor Latham, seconded by Commissioner Strout, to extend the meeting to 1:15 a.m. In a roll call vote, the motion passed (5-0).

Commissioners debated the ethics of the discussion.

Vice Mayor Wilmoth offered a friendly amendment to create an RFP through the Village Clerk or a third-party and a probationary period to allow Mr. Powell an opportunity to go through the process and prove himself in the position.

The Commissioners and staff discussed whether Mr. Powell would have to be terminated in order for the Village to go out for RFP.

Mr. Powell provided direction regarding the RFP process.

Commissioner Jackson spoke in support of a three (3) month probationary period.

Vice Mayor Wilmoth noted a probationary period would allow for the position to be budgeted for, rather than taking money out of reserves.

Commissioner Strout withdrew her motion.

The Commissioners discussed the time period required to put out an RFP.

Motion by Commissioner Jackson, seconded by Mayor Latham, to extend the meeting to 1:30 a.m. In a roll call vote, the motion passed (5-0).

The Commissioners and staff discussed who should write the RFP.

Michael Miller, North Bay Village's contracted labor attorney, provided direction on hiring a third party to create the RFP.

Commissioners Alvarez and Jackson requested clarification on the motion.

Mr. Powell provided clarification.

The Commissioners discussed whether it was proper to release an RFP while an employee is still in place.

Commissioner Strout revised her motion to allow for the drafting of an RFP and holding discussion on the circulation of the RFP until the end of the probationary period.

Motion by Mayor Latham, seconded by Commissioner Jackson, to extend the meeting to 2:00 a.m. In a roll call vote, the motion passed (5-0).

Motion by Commissioner Strout, seconded by Vice Mayor Wilmoth, to direct the procurement staff to identify a third-party procurement specialist to draft an RFP for the position of Village Attorney and give current Village Attorney Norman C. Powell a three (3) month probationary period to evaluate his services, at the end of which the Commission will determine whether to circulate the RFP. In a roll call vote, the motion passed (5-0).

The Commissioners discussed whether they were prepared to hear the Benihana items on the agenda, as well as the advertising requirements of deferring the meeting.

Mayor Latham stated the art project item would be discussed administratively with the Interim Village Manager and himself, rather than during the meeting.

Motion by Commissioner Strout seconded by Mayor Latham, to defer all remaining agenda items to the next meeting, except for the listed mitigations and items related to Benihana (items 14C, 14A, and 14B). In a roll call vote, the motion passed (5-0).

11. Resolutions

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE INTERIM VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO LAW ENFORCEMENT MUTUAL AID AGREEMENTS WITH THE CITY [OF] SUNNY ISLES BEACH, SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

Item was deferred to next meeting.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE FLORIDA INLAND NAVIGATION DISTRICT AND NORTH BAY VILLAGE FOR CONSTRUCTION OF THE BAYWALK PLAZA AREA; APPROVING MATCHING FUNDS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT;

AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

Item was deferred to next meeting.

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A NEW TELEPHONE SYSTEM FROM SENCOMMUNICATIONS, INC. UNDER THE FLORIDA STATE CONTRACT PURSUANT TO THE PIGGY-BACK PROVISION, AS PER SECTION 36.25 (K) OF THE VILLAGE CODE; AUTHORIZING THE EXPENDITURE OF \$22,108; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

Item was deferred to next meeting.

D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO UTILIZE THE PIGGY-BACK PROVISION PURSUANT TO SECTION 36.25 (i) OF THE VILLAGE CODE; APPROVING THE PURCHASE OF A PURCHASE WITH ATCI COMMUNICATIONS, INC. FOR THE PURCHASE AND INSTALLATION OF FIXED LICENSE PLATE READER (LPR); AUTHORIZING THE EXPENDITURE OF \$39,477.10 AND MONTHLY COST OF \$39.00; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE DOCUMENTS ; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

Item was deferred to next meeting.

QUASI-JUDICIAL ZONING HEARINGS/JENNINGS DISCLOSURES

12. Ordinances for First Reading/Public Hearings

Item was deferred to next meeting.

13. Resolutions/Public Hearings

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1550 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING

**FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.
(INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

Item addressed later in the meeting.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 7610 MIAMI VIEW DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

Item addressed later in the meeting.

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 7929 WEST DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FOR FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Item addressed later in the meeting.

14. Unfinished Business (Deferred from October 9, 2018)

C. Mitigation of fines (Introduced by Village Attorney Norman C. Powell)

a. Yair Massri, 1441 South Treasure Drive

Item 14C was addressed out of order.

Mr. Powell provided a brief background on the code enforcement violations to be addressed, stating he had been directed by the prior Commission to meet with those owing and come to a compromise.

Mr. Powell noted Mr. Massri had already paid \$4,120 in fees.

Mayor Latham opened the item to public comment.

Fane Lozman stated there should not be a probationary hearing hanging over Mr. Massri.

Motion by Commissioner Alvarez, seconded by Mayor Latham, to accept the mitigation of Mr. Massri's code enforcement fines to \$5,000 to be paid over one (1) year. In a roll call vote, the motion passed (5-0).

b. Juan Mauricio Cuellar, 1630 South Treasure Drive

Mr. Powell provided a brief background on the code enforcement violation. He stated this item had total fines of \$28,350 and had mitigating factors which the Special Magistrate did not consider because Mr. Cuellar presented without representation.

Mr. Powell noted the homeowner had a tenant who had to be removed before the violation could be corrected.

Motion by Commissioner Jackson, seconded by Commissioner Strout, accept the mitigation of Mr. Cuellar's to code enforcement fines to \$5,000 to be paid within seven (7) days. In a roll call vote, the motion passed (5-0).

c. Ahmet Derya Bayer, 7524 West Treasure Drive

Mr. Powell provided a brief background on the code enforcement violation. He stated he recommended the fee be waived because the owner of the property was bed-ridden and unable to travel from Germany to deal with the property.

Mr. Powell noted the violations have been corrected in all three (3) cases.

Motion by Vice Mayor Wilmoth, seconded by Commissioner Strout, to waive the code enforcement fines to Mr. Bayer. In a roll call vote, the motion passed (5-0).

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BENIHANA NATIONAL OF FLORIDA CORP. FOR SITE PLAN APPROVAL, PURSUANT TO SECTION 5.4(C) OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE FOR CONSTRUCTION OF A NEW 9,215 SQUARE FOOT, 34 FOOT HIGH COMMERCIAL STRUCTURE (SINGLE STORY RESTAURANT) AT 1665 79TH STREET CAUSEWAY, TREASURE ISLAND, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR AN APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

Interim Village Clerk Graciela Mariot read the Resolution by title only.

Ben Smith with LaRue planning outlined the request on behalf of Village planning staff, stating the plan is to redevelop the Benihana site into a single-story restaurant with 61 parking spaces. He explained the item was approved by the Planning & Zoning Board,

then went before the Miami-Dade County Shoreline Development Review Committee, which requested the applicant provide a baywalk.

Mr. Smith stated that would be a significant change from the project approved by Planning & Zoning. He stated staff was recommending approval with conditions.

Mr. Powell read the regulation regarding Quasi-Judicial Zoning Hearings before the Commission.

Bill Bimmerman with Benihana National Corp. stated the restaurant had been in the Village for more than 40 years, and they are excited to refresh the look of the building and improve operations. He noted the plan is to demolish and rebuild.

At the request of Commissioner Strout, Mr. Bimmerman outlined the requirements of the Shoreline Development Review Committee, including adjusted setbacks, a walking path, and benches.

The Commissioners and staff discussed concerns the project may not conform with the Village's long-term plans to develop the baywalk.

Mr. Bimmerman pointed out the business is not the property owner. He stated he is supportive of what the baywalk project will bring to the community.

Mr. Powell stated there have been conversations, but not a firm commitment regarding rights to the broadwalk.

Mr. Bimmerman stated he would push to expedite the conversation with the homeowner as soon as possible.

Motion by Mayor Latham, seconded by Commissioner Vice Mayor Wilmoth, to extend the meeting to 2:30 a.m. In a roll call vote, the motion passed (5-0).

Mayor Latham opened the item to public comment.

Fane Lozman spoke in support of eminent domain if the property owner would not convey the rights.

Nick Quade stated the owner should be part of the discussion.

Motion by Commissioner Strout seconded by Commissioner Alvarez, to table the item until such time as the owner of the property negotiates with the Village Attorney and the Interim Village Manager. In a roll call vote, the motion passed (5-0).

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BENIHANA NATIONAL OF FLORIDA CORP. OWNER OF THE BUSINESS ESTABLISHMENT TO BE LOCATED AT 1665 79TH STREET CAUSEWAY, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR VARIANCE PURSUANT TO SECTION 11.10 OF THE VILLAGE UNIFIED LAND DEVELOPMENT CODE TO ALLOW FAÇADE SIGNS ON THE SOUTH, EAST, AND NORTH SIDES OF THE PROPOSED RESTAURANT, WHERE SECTION 11.9 (C) ALLOWS FAÇADE SIGNS ONLY ON THE BAY FRONTAGE AND ONE OTHER FRONTAGE; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

Motion by Commissioner Strout seconded by Commissioner Alvarez, to table the item until such time as the owner of the property negotiates with the Village Attorney and the Interim Village Manager. In a roll call vote, the motion passed (5-0).

Motion by Mayor Latham seconded by Vice Mayor Wilmoth, to bring item 13A back to the agenda for consideration. In a voice vote, the motion passed (5-0).

C. Mitigation of fines (Introduced by Village Attorney Norman C. Powell)

1. Yair Massri, 1441 South Treasure Drive

Item previously addressed.

2. Juan Mauricio Cuellar, 1630 South Treasure Drive

Item previously addressed.

3. Ahmet Derya Bayer, 7524 West Treasure Drive

Item previously addressed.

13. Resolutions/Public Hearings

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 1550 SOUTH TREASURE DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)**

Item 13A was taken out of order.

Interim Village Clerk Mariot read the Resolution by title only.

Ben Smith with LaRue planning outlined the request on behalf of Village planning staff, stating the plan is to build a dock on an existing single-family home. He noted it comes before the Commission as a waiver because it is 45 feet from the sea wall with a boat lift.

Mr. Smith stated the remaining issue is verification the sea wall is in good repair and proposes that verification as a condition of approval.

Ray Cabrera, owner of the property, stated the sea wall cap is being increased to meet the height on neighboring properties. He noted he has a report regarding the repair of the sea wall and will provide it.

Mayor Latham opened the item to public comment.

Fane Lozman stated contractors putting in docks and seawalls need to be better vetted and said there should be a list of verifiable marine contractors.

Mr. Smith noted the contractor was not under the purview of the current discussion.

Motion by Commissioner Stroud seconded by Commissioner Jackson, to approve the waiver with verifications as required by staff. In a roll call vote, the motion passed (4-1). Commissioner Alvarez voted no.

Motion by Mayor Latham seconded by Commissioner Jackson, to bring item 13B back to the agenda for consideration. In a voice vote, the motion passed (5-0).

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, GRANTING A WAIVER, PURSUANT TO SECTION 9.12(B) OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, FOR THE CONSTRUCTION OF A DOCK WITH A BOATLIFT AT 7610 MIAMI VIEW DRIVE, WHICH WILL EXTEND BEYOND THE 25 FOOT LIMIT; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIE DATE. (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

Item 13B was taken out of order.

Ms. Mariot read the Resolution by title only.

Mr. Smith outlined the request on behalf of Village planning staff, stating the plan is to build a dock on an existing single-family home which will extend 35-feet beyond the sea

wall in conjunction with a boat lift. He noted the existing mooring piles will be removed at part of the project.

Mr. Smith stated the sea wall is in good condition, as it was replaced in 2006 and was recently inspected.

Oliver Pfeffer said his dock was destroyed by Hurricane Irma, and the plan is to replace the dock with something nicer, along with a boat lift.

Mayor Latham opened the item for public hearing, however there being none to speak, he closed the public hearing.

Motion by Commissioner Jackson seconded by Commissioner Stroud, to approve the plan with conditions as required by staff. In a roll call vote, the motion passed (5-0).

C. Mitigation of fines (*Introduced by Village Attorney Norman C. Powell*)

1. Yair Massri, 1441 South Treasure Drive

Item previously addressed.

2. Juan Mauricio Cuellar, 1630 South Treasure Drive

Item previously addressed.

3. A HMET Derya Bayer, 7524 West Treasure Drive

Item previously addressed.

15. New Business

A. Discussion regarding dog park (*Introduced by Mayor Brent Latham*)

Item previously discussed.

B. Discussion regarding consolidation and/or creation of Advisory Boards (*Introduced by Mayor Brent Latham*)

a. Appointment of member to the Animal Control Advisory Board (5 members) - Three (3) applications

Item previously discussed.

b. Appointment of member to the Arts, Cultural, & Special Events Board (5 members) - One (1) application

Item previously discussed.

- c. Appointment of member to the Business Development Advisory Board (5 members) - Six (6) applications**

Item previously discussed.

- d. Appointment of member to the Citizens Budget & Oversight Board (3 members) - Three (3) applications**

Item previously discussed.

- e. Appointment of member to the Community Enhancement Board (5 members) - Three (3) applications**

Item previously discussed.

- f. Appointment of member to the Planning & Zoning Board (5 members) - Three (3) applications**

Item previously discussed.

- g. Appointment of member to the Signage Review Board (5 members) - No applications**

Item previously discussed.

- h. Appointment of member to the Youth & Education Services Board (5 members) - One (1) application**

Item previously discussed.

C. Discussion regarding Village lobbyist contract (*Introduced by Mayor Brent Latham*)

Item previously discussed.

D. Discussion on the property at 1335 79th Street Causeway, also known as Sakura lot (*Introduced by Commissioner Marvin Wilmoth*)

Item previously discussed.

E. Discussion on Charter Positions (*Introduced by Mayor Brent Latham*)

- a. **Notice to terminate Village Attorney Norman C. Powell, Pursuant to Village Charter, Paragraph 6 of “Engagement Agreement.”** *(Introduced by Commissioner Julianna Strout)*

Item previously discussed.

- b. **Appointment of the Village’s Labor and Employment Counsel, Bryant Miller Olive (BMO), as Interim Village Attorney, and requesting that the firm designate Jose Smith to act as Village Attorney, effective immediately.** *(Introduced by Commissioner Julianna Strout)*

Item deferred to next meeting.

- c. **Direct BMO and Mr. Smith to negotiate a “Separation Agreement” with Mr. Powell for consideration at the next Commission Meeting.** *(Introduced by Commissioner Julianna Strout)*

Item deferred to next meeting.

- d. **Request Interim Village Manager and Mayor begin negotiations with BMO and Jose Smith regarding additional scope of legal services, with the new agreement to be brought to the Village Commission at the next Commission Meeting for approval.** *(Introduced by Commissioner Julianna Strout)*

Item deferred to next meeting.

F. Discussion on Sea Level Rise: Next Steps *(Introduced by Vice Mayor Marvin Wilmoth)*

Item deferred to next meeting.

G. Discussion on Legislative Priorities *(Introduced by Vice Mayor Marvin Wilmoth)*

Item deferred to next meeting.

16. Approval of Minutes

A. Regular Commission Meeting – October 9, 2018

Item deferred to next meeting.

B. Regular Commission Meeting – November 19, 2018

Item deferred to next meeting.

17. Adjournment

There being no further business to come before the Commission at this time, the meeting was adjourned at 2:24 a.m.

Mayor Brent Latham

Attest:

Graciela Mariot
Interim Village Clerk



ITEM NO. 6A

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: LaKeesha Moreau, Grant Writer

THROUGH:

SUBJECT: Grant Writer's Report

RECOMMENDATION

BACKGROUND AND ANALYSIS

Overview of grant related projects and activities conducted by the Village's grant consultant.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris-Moreau, MSW, GPC
Date Submitted: September 3, 2019
Reporting Period: July-August, 2019

Grants Submitted this Reporting Period:

1. **Florida Department of Law Enforcement – JAG Byrne Grants (County Allocation)**
 - a. **Date Submitted:** August 30, 2019
 - b. **Amount Available:** \$2,342
 - c. **Match Requirement:** \$0
 - d. **Summary of RFP:** The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to State and Local jurisdictions. Allocations are awarded based on a federally approved formula. The Village submitted a funding request to purchase two (2) AED Machines for use by patrol officers.
2. **Florida Department of Law Enforcement – JAG Byrne Grants (State Allocation)**
 - a. **Date Submitted:** August 30, 2019
 - b. **Amount Available:** \$1,040
 - c. **Match Requirement:** \$0
 - d. **Summary of RFP:** The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to State and Local jurisdictions. Allocations are awarded based on a federally approved formula. The Village submitted a funding request to purchase one (1) AED Machine for use by patrol officers.

Grants “Under Construction”

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

1. **Department of Transportation – Highway Beautification**
 - a. **Date Due:** October 2019
 - b. **Amount Available:** up to \$100,000
 - c. **Match Requirement:** Match is not required but encouraged



- d. **Summary of RFP:** The Village desires to apply for funding to enhance the John F Kennedy Causeway (State Road 934). Pursuant to Florida Statute 339.2405, “the grant shall provide for the costs of purchase and installation of a sprinkler system and the cost of plant materials and fertilizer and may provide for the costs for labor associated with the installation of the plantings.” The Village must meet with FDOT and provide a landscape plan prior to submitting.

2. Florida Department of Environmental Protection- Coastal Partnership Initiative

- a. **Date Due:** October 1, 2019
- b. **Amount Available:** \$10-\$75K depending on project category
- c. **Match Requirement:** \$1:\$1
- d. **Summary of RFP:** The Coastal Partnership Initiative was developed to promote the protection and effective management of Florida’s coastal resources in four specific priority areas: Resilient Communities, Coastal Resource Stewardship, Access to Coastal Resources, Working Waterfronts. Village project is to be determined.

Grant Updates

This reporting period Bell Tower assisted with the following activities.

- Attended training and outreach event sponsored by the Florida Department of Environmental Protection on the State Revolving Loan Funding and various grant opportunities with the State. August 23, 2019 in Key Largo, FL
- Attended grant bidder’s webinar for Florida DEP Coastal Partnership Initiatives Grant on August 27, 2019.
- Responded to ongoing Requests for Information submitted by the Florida Department of Emergency Management related to the Village’s Hazard Mitigation Grant Program application to underground utility lines (potential \$11 Million in funding).
- Facilitated grant contract execution for Neat Streets Grant and 2018 Byrne Grants.
- Verbal grant updated for REALTOR grant for Dog Park and FDOT grant for Village transit services projects.
- CONGRATULATIONS to Mayor Brent Latham on receiving \$1,500 from the City Catalyst Grant Program to support the Dog Park Project. The award was presented during the Florida League of Cities Annual Conference in Orlando, FL, August 15-17, 2019.



ITEM NO. 7A

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: 2019-07-11 Animal Control Advisory Board Meeting Minutes

RECOMMENDATION

BACKGROUND AND ANALYSIS

None.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



North Bay Village

ANIMAL CONTROL ADVISORY BOARD MEETING

MINUTES

Thursday, July 11th, 2019 - 6:00 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Call to Order/Roll Call

The meeting was called to order at 6:00 P.M. by Chair Cecilia Veloz

Present at Roll Call were:

Cecilia Veloz, Chair
Sondra Shumaker, Board Member
Sarah Mauer, Board Member
Ruth Prado, Board Member
Maria De La Cruz Marquez Arrechea, Board Member

Absent at Roll Call were:

N/A

Village Staff Present were:

Maria Tovar, Code Enforcement Office
Mario Diaz, Chief of Staff to Village Manager
Andreana Jackson, Commission Member
Brent Latham, Mayor

2. Approval of Meeting Minutes: June 6th, 2019

Sondra made a motion to approve the June meeting minutes, Cecilia seconded. Approved by all members.

The minutes were signed by Cecilia Veloz.

3. Old Business

A. July TNR

Maria has a date of July 19th. She is looking for volunteers; as of today, she has 4. Number of cats left to fix are still around 20 cats. Maria is waiting to hear if the surgeries can be done

on the 20th of July. If July does not work, this will be pushed until August. Maria is looking to begin trapping around 9 or 10 PM. There are between 10-15 traps; she is working with a TNR community resource named Nadia.

Cecilia mentioned that we can reach out to Donna (community member) or the city to procure additional traps. Sarah will send latest numbers of cats to Elora to put on the Village website.

B. Dog Waste Bag Update

Sondra said that these bags are city-installed; Mario will work with public works to ensure the Village does not order the problematic dog waste bag (the one with the additional piece of plastic).

Andreana Jackson made the point that we are lacking dog waste stations in the area near the Treasures on the Bay condominium. Cecilia mentioned the Village needs to watch for full waste stations.

C. Dog Park Update

Sondra gave the update – a designer came to the July Commission meeting. It was stated that the project would cost between \$180-200K. Only \$120K was budgeted for the dog park; Sondra proposed the Optimist Club could do some fundraising, perhaps by selling pathway stones or benches for people to personalize.

Mario mentioned that landscaping needed to be done to flatten the lot and ensure drainage worked properly.

Sondra mentioned that she did not see a line item for TNR in the budget; Andreana said that invoices from the veterinarian would usually come to Frank, who would pay them via a discretionary budget, as they were under \$5,000.

D. Legal Review of Memorandum Update

Sondra stated that both items that were presented at the July Commission meeting were tabled for the September Commission meeting. There was a concern that the items were not well-written in a way that the Commission could connect to them and understand them.

Mario mentioned that the reason these items were tabled was there was a question over how the ordinances fit with what was in the county code.

Cecilia proposed removing the feeding times on the ordinance, keeping the restriction that you could only feed once a day.

4. New Business

A. Changing of 'Feral' to 'Community Cats' in the Ordinance

Ruth proposed changed the definition from 'Feral' to 'Community Cats' in the Ordinance. Sarah seconded; all members approved except Cecilia.

5. Public Comments

Mitch Edelstein again suggested the idea of feeding stations in order to avoid penalizing community members who actively TNR.

6. Adjournment

Motion to adjourn by Cecilia Veloz, seconded by Maria De La Cruz Marquez Arrechea. Approved by all members.

Meeting adjourned at 6:53 PM.

Prepared by: Sarah Mauer

Approved by the Animal Control Advisory Board

This _____ day of _____, 2019.

Cecilia Veloz, Chair



ITEM NO. 7B

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: 2019-06-24 Business Development Advisory Board Meeting Minutes

RECOMMENDATION

BACKGROUND AND ANALYSIS

None.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



North Bay Village

BUSINESS DEVELOPMENT ADVISORY BOARD MEETING

MINUTES

6/24/2019

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Call to Order/Roll Call

Chair Dennis called the meeting to order @ 6:30 p.m.

Partial attendance of Board members:

Timothy Dennis, Denise O'Brien, Nick Quay, James Rosenberg in attendance. Paul Jacob not in attendance

2. Approval of Meeting Minutes:

Proposed by Tim Dennis, 2nd by Nick Quay. Approved by all Board members unanimously.

3. Old Business

A. Previous agenda documentation approved 100% by those in attendance.

i. Hard Copies handed out at the meeting for reference.

B. Update provided by Chairman Dennis that the NBV Business Development Board did not provide an update to the Mayor/Commission meeting in June 2019.

4. New Business

A. SUP event update provided by Vice Chair Quay on event actives to date:

i. Vibrant discussion among board members regarding number of events, community participation, entertainment, permitting, police/fire, insurance, potential attendance, sanitation, creating an annual event, accountability, volunteer opportunities, promotion of NBV as a desirable waterfront community. As well as potential volunteer organizations.

ii. City Manager was to explore the availability of additional funds IF needed to support the event – Information was not available for this meeting. The Director of Finance, Burt Reins, stepped in on an ad hoc basis and provided a few data points.

iii. Vice Chairman Quay presented a PowerPoint presentation – Paddlepalooza as a concept starter.

1. The date is set for August 31, 2019
2. 4 races planned – 3.5-mile, 6.5-mile, City vs City and Battle for the Paddle.
3. City vs City Challenge
4. Multiple issues are being finalized now with Insurance coverage being the most pressing.
5. Vice Chair Nick Quay has secured an artist's donation of a logo for the event.
6. Vogel Park will be the likely epicenter of the land activities available for viewing and the After-event party.

B. Survey to Business and Residents

- i. Denise O'Brien volunteered to assist in the development.
- ii. Tabled until July meeting.

C. SWOT analysis

- i. Vibrant discussion by the Commission
- ii. (3) members of the public audience provided input.
- iii. Further discussion on the topic needed and explanation of how the SWOT was developed.
- iv. Brief Discussion of recent advancements made in the Village:
 1. Phase one of the Bay Walk opened on the SE side of Treasure Island.
 2. Golf Cart shuttle proposals
 3. Park at TIE as a joint effort with Dade County Schools.
 4. Benihana's rip and replace activities.
 5. Dog Park

5. Public Comments

- A. Multiple members of the community provided input on Boards charge.

6. NBV Commission Submissions:

- A. No new suggested items proposed to go to the NBV Commission for vote / direction at this time.

7. Future Agenda Items

- A. Update on Director of Financing & / Or City Manager review of availability of collateral funds availability to support SUP event.
- B. Discussions on position of Beautification of buildings to enhance NBV Look.
- i. Murals on Private / Public Spaces
 - ii. Use of concrete block in the waterway.
- C. Quick Hits and Public Relations for the Village.
- i. Lots of small things add up to big impact over time.
 1. Yoga in the Park
 2. Pop Up in tune with Art Basel
 3. Farmers Markets
 4. "Pretty Up" the Causeway look.
- D. Ongoing Update from VC Quay on Special Olympics SUP event committee tour.

- E. Notification of what Commissioner has been assigned to the Business Advisory Board.
- F. 5K Run activity reinstated from the 1990's
 - i. Jack Rattner proposed.
- G. Review of draft of business and resident survey.
 - i. Open discussion
 - ii. Suggestion of a Restaurant Crawl
- H. Update on Neighboring Chamber of Commerce activities:
 - i. Tim Denise – Miami Shores, Julianna Strout
- I. Review of SWOT Analysis. Prioritize and assign tasks.
 - i. Copy of the SWOT analysis to be sent to the Village Clerk for distribution to the Members.

8. Adjournment

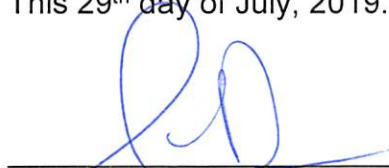
Motion to adjourn by Tim Denise, seconded by Denise O'Brien. Approved the Members in attendance 100% approved.

Meeting adjourned at 7:30pm. (estimated)

Prepared by: Paul Jacob

Approved by the Business Development Board

This 29th day of July, 2019.



Timothy Dennis, Chair



ITEM NO. 7C

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: 2019-07-16 Citizen's Budget and Oversight Board Meeting Minutes

RECOMMENDATION

BACKGROUND AND ANALYSIS

None.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



North Bay Village

CITIZEN'S BUDGET & OVERSIGHT BOARD MEETING

MINUTES

July 16, 2019 - 6:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Call to Order/Roll Call

The meeting was called to order at 6:30pm by Chair Jack Rattner. Present during roll call were members James Rosenberg, Richard Chervony, and Paul Crespo. Jorge Gonzalez arrived late.

2. Approval of Meeting Minutes: June 18, 2019

Motion by Richard Chervony to approve the June 18, 2019 minutes and seconded by Paul Crespo. All voted in favor.

3. Old Business

A. Burying Utility Lines/Undergrounding (Introduced by Board Member Jack Rattner - Originally requested 6/18/2018 – Received 1/15/2019) –

Motion by Richard Chervony to remove from agenda and seconded by Jorge Gonzalez. All voted in favor.

B. Review of Budget Organizational Chart and Funding Sources (Introduced by Board Member Jack Rattner - Originally Requested 12/18/2018 – Received 1/15/2019)

Motion by Richard Chervony to remove from agenda and seconded by Jorge Gonzalez. All voted in favor.

C. General Bond Overview

- i. Bond ceiling
- ii. Current Projects and their statuses
- iii. General Obligation and payment of BOA bonds per year

This item was DEFERRED.

D. Review and Discussion Regarding FY19-20 Proposed Budget Presentation

The Board will meet on Tuesday, August 13, 2019 at 6:30pm to review FY 19-20 proposed budget. Jack Rattner made a motion to have the meeting on August 13th and was seconded by Richard Chervony. All voted in favor.

E. Budget Discussion/Board's Role & Responsibilities in current Budget Process (Introduced by Board Member Jack Rattner – Originally requested 12/18/2018).

This item was DEFERRED.

F. Discretionary Budget Guidelines

A discussion was held regarding if there should be guidelines for the Mayor and Commissioner when using their \$5,000 expense account. The suggestion was for the Board members to think about possible guidelines and it would discuss them at the September meeting.

4. Future Agenda Items

G. Zero Based Budget

A discussion was held to move the city into Zero Based Budgeting as was recommended by the A&M Report. This topic will be discussed further at the September meeting.

H. Action Items

A discussion was held regarding future action items and making sure the intent was clear and also suggest the steps the Commission should take if they choose to implement any of the suggestions.

5. Public Comments

Residents Sondra Shumaker and Kevin Vericker spoke.

6. Adjournment

Motion to adjourn by Jack Rattner, seconded by Richard Chervony. All voted in favor.

Meeting adjourned at 8:33 p.m.

Prepared by: Paul Crespo

Approved by the Budget and Oversight Board:

This 13th day of August, 2019.



Jack Rattner, Chair



ITEM NO. 7D

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: 2019-06-05 Community Enhancement Board Meeting Minutes

RECOMMENDATION

BACKGROUND AND ANALYSIS

None.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



North Bay Village

COMMUNITY ENHANCEMENT BOARD MEETING

Wednesday, June 5, 2019 - 6:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Call to Order

The meeting was called to order at approximately 6:43 p.m.

2. Roll Call

Ana Rivera, Luis Torrego, Olga Pinto, Jose Pinto all present.
Officer Tuchette Torres-Lee and Chief Noriega, also present.

3. Old Business

1. Discussion on Village Code Pertaining to Construction Sites, Fencing and Trash Receptacles: Code enforcement office, Tuchette Torres-Lee shares her thoughts about to overall issues regarding the construction site, fencing and trash receptables. She suggests adding a time frame for residents to take their garbage cans on the street.

Request that the NBV Commission add language to the City Code so residents can take out their garbage containers to the front or the street side yards of their property from 7:00PM on the day before garbage pick day to 11:59PM on garbage pick day. Motion made by Luis Torrego, seconded by Ana Rivera and passed 4/0.

4. New Business

1. Expansion of the Power of Duties of the Board: Currently the Board's responsibilities are as follow:
 - To continually study the needs of the entire Village for floral landscaping, including the entrances of the several islands and the median strips, including both privately owned and publicly owned property.
 - Determine the existence of alleged violations of law which adversely affect the aesthetics of the Village.
 - Entertain complaints from citizens regarding existence of conditions which are detrimental to the aesthetic values and quality of life of the Village.
 - To file a report of its activities with the Village Commission and the Village Manager, including the recommendations to the Commission for the beautification of the Village at least once per year.

Request that the NBV Commission expand the Powers of Duties of the Community Enhancement Board to include any type of landscaping of the entire Village no just floral and be able to make recommendation on the existence of conditions which are detrimental to the aesthetic values and quality of life of the Village without the need of a formal complaint from

residents. Motion made by Luis Torrego, seconded by Ana Rivera. Approved 4/0.

5. Future Business

After some discussion, the Board agreed to the following list of topics to discuss at future meetings:

1. Power and Duties of the Board going forward.

6. Next Board Meeting

Next Meeting will be on July 3, 2019 at 6:30 p.m.

7. Public Comments

Mr. Joe Rattner makes as aware that is not the Board's responsibility to take on issues such as trash cans, lighting or fencings unless a resident formally complaints about it.

8. Adjournment

Meeting adjourned at 8:29 p.m.

Prepared by: Luis Torrego, Secretary

Approved by the Community Enhancement Board

This _____ day of _____, 2019.

Ana Rivera, Vice Chair



ITEM NO. 7E

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: 2019-06-12 Resident Services Advisory Board Meeting Minutes

RECOMMENDATION

BACKGROUND AND ANALYSIS

None.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



North Bay Village

RESIDENT SERVICES ADVISORY BOARD MEETING

MINUTES

June 12, 2019 - 6:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Call to Order/Roll Call

Present at roll call: Chair Indira Dejtjar, Board Member Lidia Cantave, Secretary Kevin Vericker,
Board Member Sondra Stowers.

Absent: Board Member Faith Thompson

Also Present: Ralph Rosado, Village Manager, Police Chief Carlos Noriega

2. Approval of Meeting Minutes: May 8, 2019

Moved by Indira Dejtjar, second by Lidia Cantave, Unanimous Vote

3. New Business

A. Disability/ADA Compliance

Kevin Vericker presented his research on county and fellow municipal boards who have active Disability and Inclusion Boards. The boards are:

Miami Dade County - Meet every 4th Wednesday.

North Miami Beach - Meet every 2nd Tuesday.

Miami Beach Disability Access Committee - not clear when they meet.

Outside meeting planned by Vericker in NYC with Bloomberg Philanthropies to review municipal auditing functions for inclusive action.

Motion: Board voted to support these efforts. Unanimous. Vericker intends to work with the manager and mayor for their explicit support. .

B. Discussion from the Police Department on Special Needs Registratoin and Sharing PAL Program with Miami Beach PD

Police Chief Noriega presented the County Emergency Evacuation Form which will need to be filled out by residents who require assistance. The resident will be registered with the county and that information passed to the village PD for their use.

Information will be disbursed through the website, ALERT and other notification systems

Sandra Shumacker proposed that the power bill include the registration

The police will check that the nursing home will have appropriate plans.

PAL - our program is currently shared with Miami Beach and this is planned to be an ongoing arrangement. Discussion followed regarding the various activities including sports, movies and science/computer labs. Art Martineau, Miami Beach PAL Director will attend one of our meetings.

Lidia Cantave questioned how we get this going beyond the summer program. Chief Noriega replied that there is line item in the budget and the NBV police will manage.

4. Items Added to the Agenda

A. Update on Communications

Indira Dejtiar participated in the communications interviewing and there are three candidates with an offer expected week of June 17.

B. New Item Background Checks

Kevin Vericker put forth a new item "Should Resident Services Board Members go through Level 1 Background Check?"

Discussion: Chief Noriega supports the idea and is willing to devote police resources to it.

Request for Action to the Commission: Approve the background checks. Motion: agreed unanimously.

C. New Discussion Item YMCA:

Sandra Schumacker - was invited to the YMCA South Dade in Coral Gables Aquatic Center. Sondra wants to organize a presentation for the Village to see if there is a possibility of mutual membership.

D. New Item Women's Self Defense Workshop –

Chief Noriega discussed an upcoming Women's Self Defense program. The board supports the idea.

E. New Discussion Item Recreation Programs:

Working with Miami Beach to get access to the rec programs, with the idea being that we pay resident prices rather than out of town. In the previous meeting, Cantave made a motion to work with Commissioner Strout on the issue. Discussion followed that the commission meeting proposal only covered the pool and not the other services including summer camps, North Beach Rec center and other activities.

Miami Shores as an option was also discussed.

Lidia Cantave will be meeting with Mayor Latham.

The original 2014 program with the pool was never codified.

Request for Action: The Resident Service Board would like the Village to negotiate for resident pricing for rec services in Miami Beach and Miami Shores. Unanimous.

F. New Item Remote Participation

Kevin Vericker proposed that the Board with the Commission's guidance create the framework for remote participation.

Request for Action - Village Manager to work with the Village Attorney to create guidelines for remote participation in Resident Services Board meeting. Specific question: will voting be allowed? Attorney should clarify. Unanimous approval.

G. Board is lacking a fifth member

Board member Faith Thompson has not attended any meetings

Request for Action - Board requires a fifth member. Unanimous approval.

G. Discussion Regarding Commission Presentation and Minutes

Kevin Vericker brought up that at the June 11th meeting, when the chair could not present, the presentation should have been done by a vice chair or other member present. That did not happen.

The subject was also discussed that the minutes were not presented as part of the commission packet agenda as they had been previously.

Request for Action - Next meeting to be held July 2. Unanimous.

5. Adjournment


Motion to adjourn by Indira Dejtiar, seconded by Lidia Cantave. Approved Unanimous.

Meeting adjourned at 7:50 p.m.

Prepared by: Kevin Vericker

Approved by the Resident Services Board

This 2nd day of July, 2019.



Indira Dejtiar, Chair



ITEM NO. 7F

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera

THROUGH:

SUBJECT: 2019-07-23 Sustainability and Resiliency Task Force Meeting Minutes

RECOMMENDATION

BACKGROUND AND ANALYSIS

None.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



North Bay Village

SUSTAINABILITY & RESILIENCY TASK FORCE MEETING

MINUTES

July 23, 2019 - 6:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. Call to Order/Roll Call

Voting Members: Denise O'Brien, Rachel Streitfeld, Ryan Steckbeck and Richard Chervony. Nick Quay was absent.

Non-Voting Members: Vice Mayor Marvin Wilmoth, Jose Olivo and Ralph Rosado. Scott Greenwald was absent.

Guest(s): Daniela Romero – Communications Director of NBV, Kelly Cox and Nicole Sedran of Miami Waterkeepers and Gudrun Volker, resident.

2. Approval of Meeting Minutes: June 26, 2019

Motion to approve Meeting Minutes of 6/23/19 made by Rachel Streitfeld and seconded by Ryan Steckbeck – passed 4/0.

3. New Business

A. Discussion of Adding Appropriate Short Message on LED Boards.

B. Implementation of the Ordinance on Single Use Plastic Ban.

C. Implementation of the Ordinance on Florida Friendly Use of Fertilizer.

Presentation by Kelly Cox, Staff Attorney and Program Director of Miami Waterkeeper entitled "How can your municipality reduce pollution". They provided an overview of the negative impact of increased growth of algae in Biscayne Bay and how a judicious use of fertilizers can have a positive impact. They noted that a key element was the percentages of Phosphorus, Potassium at any amount, and most importantly Nitrogen, and the type of grass being grown which require different levels of these elements. The rate of dispersion and the areas being treated were also a factor to be considered in how the fertilizer would impact Biscayne Bay. They committed themselves to supporting efforts by North Bay Village in developing the campaign on which fertilizers should be used and how.

It was also presented that North Bay Village is the FIRST MUNICIPALITY in Dade County to pass an ordinance on Florida Friendly Use of Fertilizer.

Encouraged participation on "1000 EYES ON THE WATER" through which residents can identify and report dangerous leaks and spills they see in the bay in the waters surrounding North Bay Village.

The Board with the leadership of Vice Mayor Wilmoth started the discussion of the Ordinance on Single Use Plastics.

Discussion ensued for obtaining, preparing and disseminating information. Vice Mayor Wilmoth and Daniela Romero will devise a plan of action using social media, mail, emails, door to door, LED signage boards and advertising and present at our next meeting for discussion. It was noted that each Ordinance is separate and has to target a different audience and therefore needs to be treated independently. But since the days of roll out and implementation are so close together, it will benefit to plan them together.

Motion made by Rachel Streitfeld and second by Ryan Steckbeck requesting that the Village Manager or through his designee performs a Village wide "plastic audit" or assessment of the total amount of plastics being used and report back to us so that we can make adequate recommendations. Motion passed 4/0.

Motion made by Richard Chervony and seconded by Rachel Streitfeld to hold an Advisory Board Meeting in the month of August and move it up to the 20th of August in order to discuss the plan of action of the strategy for disseminating information. Motion passed 4/0.

4. Other Business

A. Report from Mr. Jose Olivo, Board Liaison for the Administration of Municipal Environmental Footprints and Sustainability Criteria for Public Infrastructure Projects. Mr. Olivo updated the Board on a number of projects being worked on by Staff:

- LED Lighting initiative by FPL would cost approx., \$5,000 to implement but would save us money in the long run as the life of the lighting products would be longer.
- Reports on infrastructure and where we are: water main, sanitary sewers and gravity lines, harbor island main water pipe replacement and 3 new catch basins on Treasure Island
- Review of Emergency Action Plan
- Village review of Community Rating System (CRS) for FEMA. Non in existence at present.

- B. Vice Chair Rachel Streitfeld placed emphasis on the need for our Board to have early discussions with the newly selected Company that will be working in creating our Master Plan. Vice Mayor Wilmoth assured the Board that this will occur with no need to make a special motion.
- C. As a request from the Village Manager, the Board reviewed the "RESILIENT 305" document recently signed by Mayor Brent Latham. We requested that the document be presented to the full commission for their approval and passing and formally adopt the pledge. Motion made by Richard Chevony and seconded by Ryan Steckbeck. Passed 4/0.
- D. Denise O'Brien and Rachel Streitfeld presented the outcome of a workshop they attended on a University of Miami (u-Link) project on the next generation of coastal structures. Denise O'Brien informed the task force that the u-Link team and representatives from DERM had agreed to work with North Bay Village in developing solutions for our sea walls that are both sustainable and can be permitted by the regulatory authorities. A lively discussion on sea walls ensued making it clear that this will be an important issue for the task force in the coming year. It was agreed that a meeting would be organized in September.
- E. Update on working together with UPG. Mr. Olivo has been communicating with Sam Van Leer of the Urban Paradise Guild and has a forthcoming conversation coming up. Rachel Streitfeld asked to be included in and was agreed to take place.

5. Public Comments

Meeting was opened to public comments.

6. Adjournment

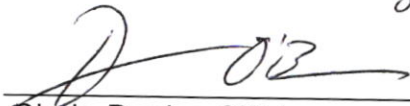
Motion to adjourn by Denise O'Brien seconded by Richard Chevony. Approved 4-0.

Meeting adjourned at 8:37 p.m.

Prepared by: Richard Chevony, Secretary

Approved by the Sustainability & Resiliency Task Force Board

This 20 day of August, 2019.



Chair, Denise O'Brien



North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, Village Manager

THROUGH:

SUBJECT: Village Manager's Report

RECOMMENDATION

BACKGROUND AND ANALYSIS

Please see attached memo.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE



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

NORTH BAY VILLAGE MEMORANDUM

DATE: September 10, 2019

TO: Mayor, Vice Mayor and Commissioners

FROM: Village Manager Dr. Ralph Rosado

SUBJECT: Village Manager's Monthly Report

Administration

- ☐ Alvarez and Marsal report: current month's update, showing that we are at 39% of goal, up from 28% in July, is included with this report.

Recent and Upcoming Events

- ☐ Aug 6 - National Night Out Community Block Party
- ☐ Aug 10 & 11 – Vogel Park Butterfly Garden Event
- ☐ Aug 24 - Women's Self Defense

Communications

- ☐ Island Hopper Videos – first “viral” videos
- ☐ Website proposal analysis – moving forward with InReact agency to re-brand and re-design
- ☐ Hurricane Prep – Hurricane Dorian messaging across platforms
- ☐ Social Report attached
- ☐ actionteam@nbvillage.com

Human Resources

- ☐ Internship program: college students can apply at Human Resources Dept, for credit or a stipend.

Police

- ☐ Active Shooter Training @TIES
- ☐ Summer Kid's Camp Concluded Successfully
- ☐ National Night Out Event
- ☐ Critical Mass Ride
- ☐ New School Year Detail
- ☐ Marine Patrol Town Hall Meeting
- ☐ MB Kiwanis Officer of the Quarter Lunch
- ☐ PAL Board Meeting w/Resident Services Board Members (Chief Joined the Board)
- ☐ New Accreditation Manager Hired
- ☐ Women's Self Defense Class Initiated

- ☐ Deputy Chief Bejar and Detective Columbano Returned To Work
- ☐ Officer Benitez Successfully Completed Hostage Negotiation School
- ☐ Officer Jessica Rojas Palanco Hired
- ☐ Team Attended Police Fleet Expo Conference

Public Works

- ☐ Hurricane Dorian response was strong.
- ☐ Vogel Park facelift complete and park reopened.
- ☐ Price estimates for undergrounding utilities have come in. We will be scheduling a public workshop to review and discuss potential costs.



North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Jose Olivo, Public Works Director

THROUGH: Village Manager

SUBJECT: Public Works Projects Monthly Progress Report

RECOMMENDATION

BACKGROUND AND ANALYSIS

See attached monthly project progress report

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE



North Bay Village Projects Progress Report September 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
September 10, 2019 Commission Meeting Update					
Water Main Rehabilitation Project Contractor: ROHL Networks, LP Project Cost: \$3,840,372.40 Amount Billed To-date: \$3,061,252.68 Completion Date: 7/28/19	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, pressure testing and bacteriological testing of the new water main systems on Treasure Island and Harbor Island are complete and the new water main systems have been activated. The process of converting from the old water meters to the new water meters is ongoing. Public information such as schedule updates and potential impacts associated with the remaining work will continue to be provided to the community as needed. Project completion including conversion of all meters, abandonment of the existing system, and site restoration throughout the Village is scheduled for this month.		✓	
Water Meter Replacement Project Contractor: Metro Express, Inc. Project Cost: \$3,215,410.00 Amount Billed To-date: \$2,071,473.20 Completion Date: 10/30/19	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. The new water meters on North Bay Island and Harbor Island are installed and have been activated. Activation of the new water meters on Treasure Island is scheduled for completion this month. The program includes a customer portal for website access to water system 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: \$2,284,576.58 Completion Date: Substantially Complete	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 complete and inflow and infiltration (INI) into the system has been dramatically reduced. The Contractor has completed all proposed work and is moving forward with final Asbuilt documentation and invoicing for project close out. Additional system evaluation and alternative testing methods will be required to identify any remaining INI for full compliance with Miami-Dade County criteria.	✓		

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North Bay Village Projects Progress Report September 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<p>Stormwater Outfall Rehabilitation Project</p> <p>Contractor: Ric-Man, Inc.</p> <p>Project Cost: \$821,400.00</p> <p>Amount Billed To-date: \$554,004.92</p> <p>Completion Date: 09/30/19</p> <ul style="list-style-type: none"> ⇒ Florida DEP \$225K (Legislative Appropriation) ⇒ Florida DEP \$150K + NBV Match \$1:\$1 ⇒ South Florida Water Management District (SFWMD) \$150K + NBV Match \$1:\$1 	FDEP & SFWMD*	<p>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 high tide conditions. Phase 1 of the project that included rehabilitation of all active outfall pipes is substantially complete. The Contractor has been approved to proceed with rehabilitating a 54" outfall pipe on West Drive and installing new stormwater catch basins on South Treasure Drive for improved water quality. The catch basin work is complete. Rehabilitation of the 54" outfall pipe is currently under review based on an unforeseen conflict in the outfall pipe. Project completion is subject to resolving the conflict issue.</p>	✓ (Phase 1)	✓	
<p>Wastewater Pump Station Improvements</p> <p>Consultant: Kimley-Horn and Associates, Inc.</p> <p>Professional Services Fee: \$228,900</p> <p>Amount Billed To-date: \$117,625</p> <p>Design Completion: December 2019</p>	State Revolving Fund Loan	<p>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. Permitting plan sets have been reviewed and approved by the Village, permit applications have been signed, and packages will be submitted to the permitting agencies this month. Bid document development is moving forward.</p>		✓	
<p>Water and Wastewater GIS Updates</p> <p>Consultant: Kimley-Horn and Associates, Inc.</p> <p>Professional Services Fee: \$22,300</p> <p>Amount Billed To-date: \$11,610</p> <p>Project Completion: Wastewater System submittal January 2019; Water System submittal November 2019</p>		<p>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</p>		✓	108



North Bay Village Projects Progress Report September 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
		the water system, wastewater collection system, and forcemain GIS data for submittal to DERM. The wastewater collection system and forcemain GIS information has been submitted to DERM. The Water system GIS information is pending based on completion of the water main rehabilitation project discussed above.			
Sanitary Sewer System Model Consultant: Kimley-Horn and Associates, Inc. Professional Services Fee: \$28,700 Amount Billed-To-Date: \$5,060.00 Report Completion: December 2019		This project includes developing a Sanitary Sewer System Model based on the Miami-Dade County Consent Decree, Chapter 24, Section 24.42.2 (7). The hydraulic model is required by all utility owned or operated sanitary sewer collection systems to participate in the county-wide, regional computerized collection and transmission system model. Based on existing wastewater system files, the Sanitary Sewer System Model will be developed in Bentley SewerGEMS. This work will also include coordination with Miami-Dade County Department of Environmental Resource Management (DERM) for model compliance and Miami-Dade Water and Sewer Department (MDWASD) for operational data.		✓	
Removal FPL Vault @ Sakura Lot	NBV	FPL to remove electrical equipment from existing structure @ Sakura Lot. Anticipated work to be started by November 2019.		✓	
Bike Lane Coloring Consultant: CAP Government, Inc. Professional Services Fee: \$4,000 (plans set and memo preparation only) Project Cost: \$41,000.00 Project Commencement Date: TBD Final Completion Date: TBD	TBD	The FDOT Planning Manager presented the request for green colored bicycle lanes along the Causeway to their Scoping Committee on 4/15/19. The committee provided comments which will be reviewed and addressed by the design consultant, for resubmittal to FDOT's District Design Engineer for review and approval. CAP Engineering submitted plans to North Bay Village for review. NBV completed review and directed CAP Engineer to submit to FDOT for permits. FDOT permit agreement to be presented @ September Commissioner Meeting to allow NBV to conduct work on FDOT road.		✓	
Baywalk Plaza Area Design (South Side Only) Consultant: Kimley-Horn & Associates, Inc. Project Cost: \$1,150,796.36 \$911,079 -Base Bid + \$239,717.36 Project Bid Amount: \$911,079	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: - Clearing and Grubbing (100% complete)	✓(Phase 1)		109



North Bay Village Projects Progress Report September 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<p>(includes \$150,000 for Owner Contingency) Change Orders #1,2,3,4,5,6,7,8,9 and 10: \$239,717.36</p> <p>Amount Billed to Date: \$1,030,967.83 Final Completion Date: 06/10/2019</p> <p>Construction must be completed by September 2019 as per FIND grant requirements</p>		<ul style="list-style-type: none"> - Retaining Walls (100% complete) - Drainage (100% complete) - Grading and Fill (100% complete) - Electrical and Lighting (95% complete) - East Treasure Drive Electrical and Water Connections (100% complete) - Concrete Rip Rap Installation (100% complete) - Gate Installation (100% complete) - Concrete Walk (100% complete) - Irrigation (80% complete) - Painting of Grand View Palace Parking Garage Wall- (100%complete) - Well Box Installation- (100% complete) - Jack and bore across JFK Causeway (electrical connection to future Baywalk Plaza North Side project) - (100% complete) - Landscaping Installation (100% complete) - Pylon Sign Installation (95% complete)- missing LED light <p>Substantial Completion Walk- Thru Date: 6/11/2019 Ribbon Cutting Ceremony: 6/12/2019 Final Walk- Thru Date: TBD</p>			
<p>New Village Hall (Fire/Police Station) Projected Project Cost: TBD 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. The MDC Fire Department has reviewed the space for their utilization without the 2,400 sq. ft. parcel belonging to the Shell station. The Mayor and Commission held a Village workshop on this project and the Sakura property. Decision forthcoming. On 6/27/2019 a conference call meeting with WAP/MDC/Fire and NBV was held to discuss having the new Police/Fire Complex Building at the Sakura site instead. WAP to prepare new rendering and cost estimate. This new location is a result of the Village Hall vacant site to be used for the new Dog Park. NBV exploring 3P options to develop Sakura site.</p>		✓	110



North Bay Village Projects Progress Report September 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
Dog Park Projected Project Cost: \$120,000 Project Start Date: November 2019	Impact Fees or Capital Bond Proceeds	The conceptual design was presented at the May 14 th Commission Meeting for directions. Dog Park to be constructed at Village Hall vacant site. Staff anticipates full design phase to begin in September 2019.		✓	
FPL Residential Street Lighting LED Lights) Projected Project Cost: The cost of this program is off set with the energy savings with the new fixtures Project Start Date: October 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 fixture. The Community Enhance Board will need to review and make recommendations on the type of fixtures for each island. Then the Village Commission may approve to move forward on the project.		✓	
Electrical Vehicle Charging Station	N/A	Install electric vehicle charging stations at Treasure Island and Harbor Island as part of NBV's Sustainability Plan.			✓
ADA Sidewalk Improvements @ Treasure Island & Kennedy Causeway Project Cost: TBD Project Start Date: TBD	State Grant	Installation of audible beacons along JFK; ADA detectable warning pads @ crosswalks, improved crosswalk striping & signage and sidewalk curb ramps.			✓
NBV Transit Service Village Hopper	Transportation Fund/CITT/TPO	On August 14, 2019 NBV launched its On-Demand Shuttle Service from Monday – Friday 10AM to 7PM		✓	
NBV Transit Service FREEBEE	Transportation Fund/CITT/TPO	FREEBEE anticipated to begin in October/November 2019 and takeover the On-Demand Service. NBV Village Hopper to be used as a Downtown Express from NBV to MDC Omni Terminal Station during AM and PM peak hours.			✓
Treasure Island Landscape Improvements Project Cost: \$23,000 Project Start Date: Mid-September 2019	Tree Grant	Install 30 trees in Treasure Island bulbouts, medians and ties School. Delivery & install expected to begin Mid-September 2019.		✓	
NBV Pavement Rehabilitation Projected Project Cost: \$3,000,000 Project Start Date: 09/30/2019	Transportation Fund/ CITT	Village-Wide Pavement Rehabilitation Program. Begin preparation of pavement rehabilitation plans for construction pending Commission approval on 9/10/2019. NBI – Design Phase = 7weeks T.I – Design Phase = 9 weeks H.I. – Design Phase = 6 weeks		✓	111



North Bay Village Projects Progress Report September 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
Vogel Park Improvements Project Cost: \$51,000 Project Start Date: 08/05/19 Project Completion Date: 08/23/19	Parks Bond	Replace rubberized surface at playground. Construction work completed. Park to re-open on 08/30/19.	✓		
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. The grant expires 6/30/2021.		✓	
Project Title: North Bay Village Storm Water Phase II Improvements Project Cost: \$821,400 Amount Billed To-date: \$0 Final Completion Date: 12/31/19 (grant expires)	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). The Village has incurred \$208,000 in expenses associated with the outfall improvements. There are no further construction expenses related to the outfalls, and the remaining \$17,000 will be used to support the catch basins. The grant expires 12/31/2019.		✓	
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).	✓		
Project Title: North Bay Village Baywalk Plaza South – Phase IIA11 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	✓		



North Bay Village Projects Progress Report September 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
		phase of the project. Phase IIA was completed on 9/30/2018 and the Village received reimbursement.			
Project Title: North Bay Village Baywalk Plaza South – Phase IIA12 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. UPDATE: The Village received the fully executed contract dates 1/31/2019, and may continue construction of the Plaza South project. UPDATE: The Village held the grand opening for the Plaza on 6/12/2019.	✓		
Project Title: North Bay Village Baywalk/Boardwalk Design (IB) 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, and will not be complete by the contract deadline of 9/30/2019. Update: A new grant was submitted to FIND on March 29, 2019 for the design and permitting of the Project. If awarded, the Village will be eligible for reimbursement of a portion of the \$90,000 paid to the Engineering Consultant (Coastal).		✓	
Project Title: North Bay Village Baywalk Plaza Construction Phase IIA2 (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 Village Baywalk Plaza Connector IC Project Cost: \$200,000 Amount Billed To-date: N/A Future Completion Date: 9/30/2021	Florida Inland Navigation District	Design and Permitting of an over-the-water pier that connects the Baywalk South Plaza to the North Plaza. The Village will apply for a grant in the amount of \$100,000 on or before 3/29/2019. The Village is required to provide a \$1:\$1 match.			✓
Project Title: North Bay Island Stormwater Pump Station Project Cost: Estimated \$3.2 Million	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			113 ✓



North Bay Village Projects Progress Report September 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
Amount Billed To-date: N/A Future Completion Date: TBD		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. Update: Legislative Appropriation approved in the amount of \$230,000.			
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	Florida Legislative Appropriation	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 improvements 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. Update: Legislative request was not approved.			✓
Project Title: Harbor Island Sidewalk Continuity & ADA Improvements Project Cost: Estimated \$300,000 Amount Billed To-date: N/A Future Completion Date: TBD	Florida Legislative Appropriation	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. Update: Legislative request was approved for \$200,000.			✓
114					



North Bay Village Projects Progress Report September 2019

Project	Funding Source	Description & Project Update	Status		
			Completed	In Progress	Future Project
<p>Project Title: North Bay Village Open Space Expansion</p> <p>Project Cost: Estimated \$300,000</p> <p>Amount Billed To-date: N/A</p> <p>Future Completion Date: TBD</p>	Florida Legislative Appropriation	<p>The Village is negotiating a Joint Use Agreement with Miami-Dade County Public Schools to grant access to the open space at Treasure Island Elementary School (TIES). Access to TIES will allow the Village to double the amount of available public recreational facilities within our municipal limits. Urban green space is closely related to the quality of life of residents. The National Recreation and Parks Association traditionally recommends 10 acres per 1,000 residents. North Bay Village currently has close to 9,000 residents (2018, BEBR), and less than 2 acres of public green space. Planned improvements will allow the Village to improve its level of service by renovating of existing tennis courts, basketball courts, creation of soccer field, and installation of restrooms. Update: Legislative request was not approved.</p>			✓
<p>Project Title: Vogel Park Green Infrastructure Enhancements</p> <p>Project Cost: Estimated \$200,000</p> <p>Amount Billed To-date: N/A</p> <p>Future Completion Date: TBD</p>	Florida Department of Environmental Protection (FDEP)	<p>The playground flooring at Vogel Park needs repair. The FDEP Water Quality Improvement program funds construction and education projects that reduce pollutants from rain water flowing to Florida's waterways. LaKeesha submitted a grant application on 4/30/2019 to replace the playground flooring with pervious flooring, install rain barrels, and a rain garden/bio swale, and educational signage.</p>			✓



North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Mario Diaz, Chief of Staff to Village Manager

THROUGH: Ralph Rosado, Village Manager

SUBJECT: North Bay Village Social Media Report August 2019

RECOMMENDATION

BACKGROUND AND ANALYSIS

Provided is an update of the how the Village's social media platforms have performed in the month of August.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

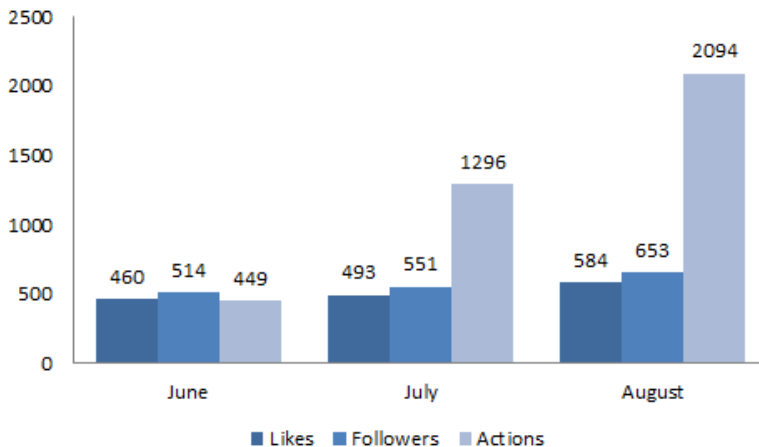
None

PERSONNEL IMPACT

None

NBV Social Report

AUGUST 2019 HIGHLIGHTS



FACEBOOK

Facebook had a little less than double the posts in July and almost triple the amount of posts in June but our biggest win was our significant increase in video views (over 1K in one of the Island Hopper Videos alone) and in a 62% increase in actions over the previous month. We are now at 584 likes and 653 followers.

TWITTER

76% increase in tweets and doubled our amount of profile visits. This platform has been a steady stream of retweets and info mainly during Hurricane Dorian Prep.

INSTAGRAM

With 11 total posts, Instagram following has grown to 114 followers, 46% pacing to our goal of 250. We also started Instagram stories which have shown engagement from residents.



Island Hopper Videos Were Highest Performing posts across platforms

58%

pacing to goal of 1,000 likes by August of 2020. We should definitely surpass this number exponentially.

114

followers on Instagram, previous month was at 3. This is a 375% increase in one month.

2,079

video views across the Island Hopper Videos on Facebook & 117 instagram



North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Mario Diaz, Chief of Staff to Village Manager

THROUGH: Ralph Rosado, Village Manager

SUBJECT: Monthly Organizational Assessment Status Update- August 2019

RECOMMENDATION

BACKGROUND AND ANALYSIS

Attached is the status of each department's task as it relates to implementing the Organizational Assessment Report from Alvarez & Marsal, including monthly highlights.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

none

PERSONNEL IMPACT

none



North Bay Village Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Village Manager Dr. Ralph Rosado

SUBJECT: Monthly Organizational Assessment Status Update- August 2019

Below is the status of each department's task as it relates to implementing the Organizational Assessment Report from Alvarez & Marsal, including monthly highlights.

Department	February Status	July Status	August Status	Task Highlights
Attorney	0%	99%	99%	<ul style="list-style-type: none">The attorney has reviewed all items pending review of the A&M report. The only remaining item is a yearly review by the commission in 2020.
Building	0%	3%	8%	
Clerk	0%	30%	80%	<ul style="list-style-type: none">The Village Clerk began drafting SOP for the village department.Village Clerk identified several KPI's and has begun tracking and reporting them.Village Clerk has been involved in the budget process.
Code Enforcement	0%	9%	9%	<ul style="list-style-type: none">Village Manager is working with code enforcement to provide the proper training and assessment of the department.
Finance	0%	13%	13%	<ul style="list-style-type: none">The focus has been on the 2019/20 budget.

Fleet Management	0%	36%	48%	<ul style="list-style-type: none"> Fleet managers have attended one of two trainings. Standard operating procedures are begin developed.
Human Resources	0%	6%	25%	<ul style="list-style-type: none"> The position for an HR Director was finalized, and a new director is on board. The new director is in the process of analyzing all recommendations and has begun to address them.
Police	0%	39%	40%	<ul style="list-style-type: none"> Everyone in the Police Department can view any report in CIS from either a laptop or desktop computer. Police have focused on moving the accreditation process forward to further complete the Rule of 60 requirements.
Public Works	0%	28%	29%	<ul style="list-style-type: none"> Public Works employees have begun to track KPIs for monthly reporting. Mini Bus was transformed into an On-Demand from 10-7 service until freebee is activated.
Village Manager	0%	24%	41%	<ul style="list-style-type: none"> Village Manager is in the process of identifying all contracts five years and older and has begun the process to procure. Village Manager is continuing to work with staff and the commission to establish clear communications, stability, and transparency to the Village.
Overall	0%	28%	39%	



North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Carlos Noriega, Chief of Police

THROUGH: Ralph Rosado, Village Manager

SUBJECT: Monthly CFA Accreditation Status Update- August 2019

RECOMMENDATION

BACKGROUND AND ANALYSIS

The process consists of two separate areas. Compliance with CFA standards via issued General Orders and Proofs of compliance with the CFA standards for the first full year of the initial process once the standards compliance is complete.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

none

PERSONNEL IMPACT

none



North Bay Village Memorandum

DATE: September 3, 2019

TO: Chief Carlos Noriega

FROM: Accreditation Manager Richard Weissman

SUBJECT: Monthly CFA Accreditation Status Update- August 2019

Below is the status of the CFA accreditation effort. The process consists of two separate areas. Compliance with CFA standards via issued General Orders and Proofs of compliance with the CFA standards for the first full year of the initial process once the standards compliance is complete.

	LEAC inc. Baseline	August Status	Task Highlights
Police CFA	20%	26.5%	<ul style="list-style-type: none">Complete CFA Standards Compliance via issuance of Departmental General Orders (approximately 232 standards)
	20%	21.9%	<ul style="list-style-type: none">Collect Proofs of Compliance for each CFA Standard (approximately 330 proofs)



ITEM NO. 11A

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Mario Diaz, Chief of Staff to Village Manager

THROUGH:

SUBJECT: Property Assessed Clean Energy Program (PACE)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITHIN NORTH BAY VILLAGE BY PARTICIPATING IN THE PACE PROGRAMS OF THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA PACE FUNDING AGENCY, THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AND THE FLORIDA RESILIENCY AND ENERGY DISTRICT TO PROVIDE A MECHANISM FOR THE VOLUNTARY FINANCING OF ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS, AND WIND RESISTANCE IMPROVEMENTS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY, A NON-EXCLUSIVE INTERLOCAL AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY, A NON-EXCLUSIVE MEMBERSHIP AGREEMENT WITH THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AND A NON-EXCLUSIVE LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA RESILIENCY AND ENERGY DISTRICT, PURSUANT TO WHICH SUCH ENTITIES OR THEIR ADMINISTRATORS WILL ADMINISTER THEIR RESPECTIVE VOLUNTARY PACE FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN NORTH BAY VILLAGE; AUTHORIZING AND DIRECTING VILLAGE OFFICIALS, OFFICERS, AND EMPLOYEES TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

RECOMMENDATION

Staff recommends the Village Commission approve the attached Resolution authorizing the Village Manager to sign Interlocal Agreements with any of the four financing providers of the PACE program.

BACKGROUND AND ANALYSIS

The Florida Legislature in 2010 approved local units of the government entering into Interlocal Agreements to establish a legal authority that could carry out a Green Energy Initiative. The Interlocal agreements provide for the creation of authorities and districts. These districts are governed by a Board of Directors appointed by the local governments that are included in the district. Currently, there are 4 Clean Energy initiative Corridors in Miami-Dade County. The first one established was the Clean Energy Green Corridor District (CEGC) which includes Town of Cutler Bay, City of Miami, South Miami and Pinecrest. The second one was formed in the past few years and currently includes Bay Harbor Isles, Biscayne Park, and Surfside. It is the Clean Energy Coastal Corridor District (CECC). The other 2 are Florida Resiliency and Energy District and the Florida PACE Funding Agency. The Interlocal agreements provide that other municipalities can join the District (Authority) with the approval of the Board of Directors of the District. North Bay Village can apply to any or all organization for membership. They appear to operate the same except the City of Miami limits the loan program to certain types of properties only. The District is an independent authority that has the authority to have the Miami-Dade County Property Appraisers Office include the annual assessment in the Special Assessment portion of the annual tax notice "TRIM." This places the special assessment on the tax bill to be collected by Miami-Dade County. Florida Statutes provide that if the property owner does not pay the tax bill then there are tax certificates sold to investors. The funds from the tax certificates are used to pay the tax bill in full. The investor is guaranteed a certain rate of return on the investment and the certificate is repaid to the investor when the taxes are brought current. This is accomplished when the property is sold or in the fourth year of delinquent taxes. That is when the County sells a tax deed for the property and uses the monies to pay off the 4 years of unpaid taxes. The Village would not be responsible except to approve one or more of these entities to offer financing programs to property owners in the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

There will be limited staff involvement to move this forward. It will require some legal work to prepare the Interlocal Agreements.

NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of _____, 2019 (this "Subscription Agreement"), by and between North Bay Village, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency Charter Agreement" or "Charter" means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other

instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

“Obligations” shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

“Program” means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency’s Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

“Property Owner” means, collectively, all of the record owners of real property subject to a Financing Agreement.

“Qualifying Improvements” means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

“Special Assessments” means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Subscription Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(C) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(D) The Agency's Program has assembled open public governance and oversight, staffing, third-party administration, third-party originators, third-party tax roll administration, Program counsel, and an independent institutional trustee; the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements; and that the Agency presently has funding in place and available under executed bond purchase agreements and trust indentures.

(E) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the Subscriber) and the voluntary participation in the Program by Property Owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements.

(F) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

ARTICLE II SUBSCRIPTION

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED. The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time such rates, fees or other charges for the provision of the services of the Agency to be paid by the Property Owner, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the Property Owner and the Agency of the Financing Agreement, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary memorandum thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is

authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

ARTICLE III GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Subscription

Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in Fla. PACE Funding Agency v. State, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) This Subscription Agreement shall commence as of the date first above written, and shall remain in effect until terminated as herein provided. Either party (the "non-breaching party") may terminate this Subscription Agreement by providing the other party (the "breaching party") 10 days prior written notice ("Termination Notice") in the event the breaching party breaches this Subscription Agreement and such breach is not cured to the reasonable satisfaction of the non-breaching party within a reasonable period of time following notice of such breach. Beginning on the date the Agency receives from, or gives to, the Subscriber a Termination Notice ("Termination Date"), the Agency shall not approve any new applications affecting property within the legal boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for “next business day” service) to the parties at the following addresses:

Subscriber: Ralph Rosado, Ph.D., AICP
 North Bay Village Manager
 North Bay Village
 1666 Kennedy Causeway
 North Bay Village, FL 33141

With a copy to: Dan Espino
 North Bay Village Attorney
 North Bay Village

1666 Kennedy Causeway
North Bay Village, FL 33141

Agency: Mike Moran
Executive Director
Florida PACE Funding Agency
c/o Southern Sky Energy
4411 Bee Ridge Rd., #134
Sarasota, Florida 34233

With a copy to: Program Counsel for the Florida PACE Funding Agency
P.O. Box 14043
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign

immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Miami-Dade County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and

discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

NORTH BAY VILLAGE

(SEAL)

By: _____
Ralph Rosado, Ph.D, AICP
North Bay Village Manager

Attest:

Approved as to form:

Elora Riera
North Bay Village Clerk

Dan Espino
North Bay Village Attorney

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: _____
Mike Moran, Executive Director

ATTEST:

James Ley, Secretary

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITHIN NORTH BAY VILLAGE BY PARTICIPATING IN THE PACE PROGRAMS OF THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA PACE FUNDING AGENCY, THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AND THE FLORIDA RESILIENCY AND ENERGY DISTRICT TO PROVIDE A MECHANISM FOR THE VOLUNTARY FINANCING OF ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS, AND WIND RESISTANCE IMPROVEMENTS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY, A NON-EXCLUSIVE INTERLOCAL AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY, A NON-EXCLUSIVE MEMBERSHIP AGREEMENT WITH THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AND A NON-EXCLUSIVE LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA RESILIENCY AND ENERGY DISTRICT, PURSUANT TO WHICH SUCH ENTITIES OR THEIR ADMINISTRATORS WILL ADMINISTER THEIR RESPECTIVE VOLUNTARY PACE FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN NORTH BAY VILLAGE; AUTHORIZING AND DIRECTING CITY OFFICIALS, OFFICERS, AND EMPLOYEES TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES OF THIS RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the “Act”), authorizes cities, municipalities and separate local government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (referred to in the Act as “Qualifying Improvements”), and repay such funding through voluntary special assessments, non-ad valorem assessments (“Special Assessments”), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (collectively, “PACE Program”); and

WHEREAS, pursuant to the Act, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying

Improvements, and a PACE Program may be administered by a third party at the discretion of the local government; and

WHEREAS, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

WHEREAS, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

WHEREAS, the Florida Green Finance Authority, the Florida PACE Funding Agency, the Green Corridor Property Assessment Clean Energy (PACE) District, and the Florida Resiliency and Energy District, which are currently four separate legal entities (PACE providers) within the State of Florida that were established by separate interlocal agreements for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

WHEREAS, the PACE providers undertake all such acts as are necessary to provide a uniform and scalable statewide platform in Florida, so that when authorized by individual local governments, the PACE providers can facilitate the provision, funding, and financing of energy conservation, renewable energy, and wind-resistance improvement to Florida properties; and

WHEREAS, each of the PACE providers has provided evidence to North Bay Village (the “Village”) that each of the respective PACE Programs has created open public governance and oversight and qualified third-party administration. Each of the PACE providers can commence their respective PACE Program in all areas of the Village for the benefit of the residents thereof; and

WHEREAS, the availability of the voluntary, non-exclusive PACE Programs offered by each of the PACE providers (without cost to, assumption of liability by, or demand upon the credit of the Village) and the voluntary participation in such PACE Programs by property owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners in all areas of the Village; and

WHEREAS, the Commission of North Bay Village (the “Commission”) finds that local needs and conditions reasonably warrant the establishment of each of the PACE providers’ non-exclusive PACE Programs within all areas of the Village as a direct and immediate means to non-exclusively implement Section 163.08, Florida Statutes; and

WHEREAS, each of the referenced agreements provides non-exclusive means to achieve the compelling State interests and public purposes described in the Act; and

WHEREAS, the Commission deems it to be in the best interest of the citizens and residents of North Bay Village to authorize the appropriate Village officials to execute each of the referenced agreements, in substantially the forms attached hereto, to provide a non-exclusive means to implement Section 163.08, Florida Statutes;

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

SECTION 1. RECITALS. The recitals set forth above are adopted by the Commission as the findings of the Village and are incorporated herein.

SECTION 2. NON-EXCLUSIVE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY. The non-exclusive Party Membership Agreement between the Village and the Florida Green Finance Authority (the "Party Membership Agreement"), in substantially the form attached hereto as Exhibit A-1, and incorporated herein, is approved. The Village Manager is authorized and directed to execute the Party Membership Agreement on behalf of the Village. A copy of the Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, the First Amended and Restated Interlocal Agreement forming the Florida Green Finance Authority, and the Second Amended and Restated Interlocal Agreement forming the Florida Green Finance Authority are also attached hereto and incorporated herein as Exhibit A-2.

SECTION 3. PROGRAM BOUNDARIES. The provisions of this Resolution shall include the legal boundaries of North Bay Village, Florida, including unincorporated areas, unless in conflict with or repealed by a municipal ordinance. The intention of the Commission being to allow for multiple non-exclusive service opportunities to interested private property owners, so that all property owners have a wide variety of competitive choices from qualified local governments. Nothing in this resolution shall be construed as excluding any municipality from creating an additional, separate or standalone program at any time.

SECTION 7. AUTHORIZATIONS. The Commission of North Bay Village, the Village Manager, and such other officers and employees of the Village as may be designated by the Village Manager, are authorized and directed, collectively or individually, to take such actions and execute and deliver such other documents as may be necessary or desirable, and which are specifically authorized by or are not inconsistent with the terms of this Resolution or the agreements herein approved, in furtherance of the purposes set forth in this Resolution.

SECTION 8. SEVERABILITY. If any one or more of the provisions of this Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision contained herein.

SECTION 9. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

Resolution No. 2019-XX

Creating a Property Assessed Clean Energy (PACE) Program

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

Mayor Brent Latham

Vice Mayor Marvin Wilmoth

Commissioner Jose R. Alvarez

Commissioner Andreana Jackson

Commissioner Julianna Strout

PASSED AND ADOPTED on this 12th day of September, 2019.

ATTEST:

ELORA RIERA, CMC
VILLAGE CLERK

BRENT LATHAM
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

DAN ESPINO, ESQ.
VILLAGE ATTORNEY

**Party Membership Agreement
To The Florida Green Finance Authority**

WHEREAS, Section 163.01, F.S., the “Florida Interlocal Cooperation Act of 1969,” authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016, establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, North Bay Village desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within North Bay Village.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority’s jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include North Bay Village.
2. The Florida Green Finance Authority, together with its member Parties, and North Bay Village, with the intent to be bound thereto, hereby agree that North Bay Village shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.
3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of North Bay Village, as the same may be more specifically designated by North Bay Village or amended from time to time.
4. North Bay Village designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

North Bay Village:	Attn:	Elora Riera, Village Clerk 1666 Kennedy Causeway, Suite 300 North Bay Village, Florida 33141
With a copy to:		Dan Espino, Town Attorney Weiss Serota Helfman Cole & Bierman

2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

5. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Miami-Dade County as an amendment to the Interlocal Agreement and recorded in the public records of North Bay Village, in accordance with Section 163.01(11), Florida Statutes.

6. Termination of this Agreement may occur with 30 days' written notice, and at the end of the 30-day period, this Agreement shall be automatically terminated and the Authority will not accept any new applications. Any projects related to applications received before the end of the 30-day period shall be permitted to be completed.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers.

ATTEST:

The Florida Green Finance Authority, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: _____
Secretary of the Authority

By: _____
Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

By: _____
Authority Attorney

(SEAL)

**VILLAGE COMMISSION OF
NORTH BAY VILLAGE, FLORIDA**

By: _____
Brent Latham, Mayor

ATTEST:
Village Clerk

Approved as to form by:
Dan Espino, Town Attorney

By: _____
Elora Riera, Village Clerk

By: _____
Dan Espino, Town Attorney
Date: _____



ITEM NO. 11B

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Jose Olivo, Public Works Director

THROUGH:

SUBJECT: Florida Department of Transportation Agreement for Green Color Bike Lanes-Kennedy Causeway

RECOMMENDATION

Enter into a standard construction agreement (see attached) with the Florida Department of Transportation to permit North Bay Village to enhance the existing bike lane pavement markings with the installation of green bicycle lane pavement markings at the locations indicated in the attached plans along Kennedy Causeway (N.E. 79th Street), owned and maintained by FDOT.

Staff respectfully requests authorization for the Village Manager or designee to execute the attached Construction Permit Agreement with the Florida Department of Transportation to allow the Village to install green bicycle lane pavement markings at the locations indicated in the attached plans along Kennedy Causeway (N.E. 79th Street), owned and maintained by FDOT.

BACKGROUND AND ANALYSIS

Kennedy Causeway (N.E. 79th Street) is an FDOT roadway that transects the Village and serves as a corridor from Miami Beach to the City of Miami. Both NBV residents and residents on either side of the Village use the causeway in a multi-modal manner. Bicycle traffic continues to increase annually. Therefore, to improve the safety of all that use this facility the Village is requesting concurrence from FDOT to allow for bike lane enhancing of existing bike lanes with the installation of green bicycle lane pavement markings. Furthermore, the Village desires to conduct the work with its own Contractor in an effort to expedite the installation of green color bike lanes.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE at this time. As part of routine pavement restriping maintenance plan, the Village will have to add this area to repaint bikelanes every (5) years.

PERSONNEL IMPACT

NONE

Green-Colored Bicycle Lanes Approval Memorandum

To: Daniel Iglesias, P.E., District Design Engineer

Date: 1/15/2019

Financial Project ID: N/A

State Road No.: 934

Roadway ID: NE 79th St / John F. Kennedy Causeway

Project Description: Installation of green thermoplastic bike lane enhancement markings

Begin/End Project MP: Begin MP: 0.662 End MP: 2.652

Letting Date: N/A

Consistent with the Federal Highway Administration (FHWA) Interim approval (IA.14) and the FDOT Design Manual (FDM) (Section 223.2.1.4) process requirements, I, Jose Olivo, P.E., North Bay Village Public Works Director, request approval from the FDOT District Design Engineer for the use of green-colored pavement in marked bicycle lanes at the extensions of bicycle lanes through intersections and/or other traffic conflict areas along the State Highway System.

Proposed green-colored pavement and associated pavement markings are in accordance with the FDM Section 223.2.1.4 and Exhibit 223-3.

Please see the attached schematic plans for proposed locations. The subject FDOT roadway transects the Village and serves as a corridor from Miami Beach to the City of Miami. Both NBV residents and residents on either side of the Village use the causeway in a multi-modal manner. Bicycle traffic continues to increase annually. To improve the safety of all that use this facility the Village requests concurrence from FDOT to allow for the installation of green thermoplastic bicycle lane pavement markings at the locations indicated in the attached plan.

Recommended by:

Date 8/6/2019

Name: Jose Olivo, P.E.
P.E. No.
Public Works Director
North Bay Village

Approvals:

Date _____

Daniel Iglesias, P.E.
District Design Engineer



Florida Department of Transportation

District Six Permits Office

1000 NW 111th Avenue, Room 6201

Miami, Florida 33172-5800

Telephone (305) 470-5367, Fax (305) 470-5443

Checklist for Construction Agreement

This Construction Agreement is intended for permanent work taking place within the Department's Right-of-Way. This work includes, but is not limited to, Traffic Signal Installation/Modification, Signage, Lighting, Turning Lanes, Roadway Improvements, Concrete Sidewalk, Overhang/Canopy, etc.

Please submit the following information:

- 1) One (1) copy of the "Construction Agreement" form with:
 - a) Original signatures of the applicant, notarized and corporate seal on (the applicant shall either be an authorized representative of the Corporation of the recipient of services, or the applying company.) each application.
 - b) A "Letter of Authorization" specifically binding the Corporation to the provisions of the permit must be originally signed by a corporate officer and provided with the application package if the authorized representative is not a Corporate Officer.
 - c) A set of "Letters of Notification" used to notify other users of the right-of-way of the proposed work, as applicable.
- 2) One (1) set of plans (11" X 17" ONLY), preferred to scale, showing the proposed well location(s), signed and sealed by or a Professional Engineer, P.E., licensed to work in the State of Florida including,
 - a) Right-of-way characteristics (edge of pavement, sidewalk, utility strip, R/W lines, Roadway Conditions, etc.)
 - b) Property lines across frontage and depth of site.
- 3) Liability Insurance verifying that the applicant or the applicant's contractor has coverage under a liability insurance policy including property damage, pursuant to Section 7-13 of the Department Standard Specifications.
- 4) A preliminary Maintenance of Traffic (MOT) Plans, select from the Department's pre-approved MOT plans, which are part of the Department's Roadway and Traffic Design Standard Indexes 600-660.
- 5) CD or flash drive with Electronic files of all submittal items

FOR ONLINE REGISTRATION AND SUBMITTALS GO TO:

<https://osp.fdot.gov/>

All activities performed with-in the Department's Right-of-Way shall adhere to the FHWA Manual on Uniform Traffic Control Devices and the current F.D.O.T. Roadway and Traffic Design Standards, Index Series 600. In most cases, the Maintenance of Traffic plan will be required prior to and/or adjusted at the Pre-construction Meeting to be held following the issuance of the Permit.

Copies of the Design Standards may be obtained from:

<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtml>

FDOT District Six Permit Office Staff

Ali Al-Said, P.E.	District Permits Engineer	Sophie Dimitrova	Permit Coordinator
Sandra M. Parellada	Administrative Secretary	Efthymios Ntampos	Permit Coordinator
Ronald Sylvain	Permit Coordinator	Saurabh Raka	Permit Coordinator
Alex Milz	Permit Coordinator		

Office hours are 8:00 A.M. to 5:00 P.M. Monday – Friday, excluding traditional holidays

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AGREEMENT

850-040-89
MAINTENANCE
OGC - 07/13
Page 1 of 4

THIS CONSTRUCTION AGREEMENT (this " Agreement") is made and entered into by and between the State of Florida, Department of Transportation, (Address) (hereinafter referred to as the "DEPARTMENT") and North Bay Village (Address) (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR 934 Section 870 Subsection 0800 from Begin MP 64+00 to End MP 109+00 Local Name John F. Kennedy Causeway located in Dade County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of See attached exhibit A scope of services/special provisions.

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than _____ and 00/100 Dollars (\$ _____) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than _____ and 00/100 Dollars (\$ _____) for property damage, or a combined coverage of not less than _____ and 00/100 Dollars (\$ _____).

Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a local governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within _____ days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without

DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

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

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the

DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
- (2) shall 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.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Jose Olivo Title Public Works Director
 Office No. 305-756-7171, ext. 66 Cell Email jolivo@nbvillage.com

Name Title
 Office No. Cell Email

Mail Address 1666 Kennedy Causeway, suit 300, North Bay Village, FL 33141

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature) By: _____ (Signature)
 _____ (Print Name) (Print Name)
 _____ (Title) (Title)
 _____ (Date) (Date)

Legal Review: _____

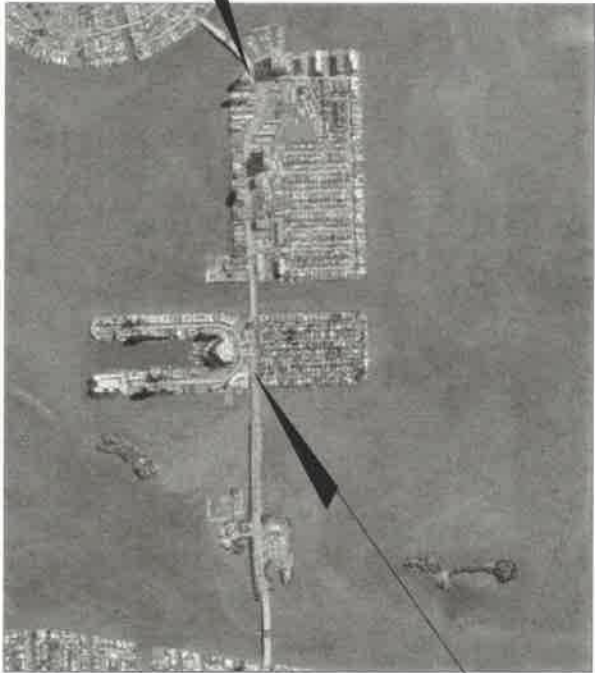
CITY OF
NORTH BAY VILLAGE

PROJECT CONTRACT ID XXXXX-XX-XXXX
MIAMI DADE COUNTY

NEW BIKE LANE ENHANCEMENT
SIGNING AND PAVEMENT MARKING PLANS

INDEX OF SIGNING AND PAVEMENT MARKING PLANS

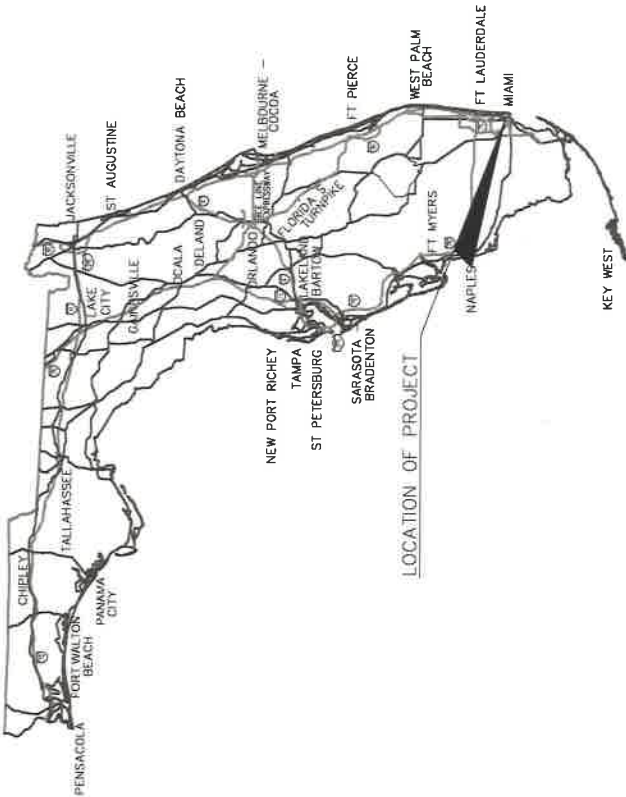
SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-1A	SUMMARY OF PAY ITEMS
S-1B	LOCATION PLAN
S-2 - S-2A	GENERAL & MAINTENANCE OF TRAFFIC NOTES
S-2B	DETAILS GREEN THERMO LINE
S-3 - S-8	PAVEMENT MARKING PLAN
S-9	TABULATION OF PAVEMENT MARKING
S-10	MAINTENANCE OF TRAFFIC



LONG. OF PROJECT: 4500 FT
M.P. BEGIN: STA. 64+00
M.D. END: STA. 109+00

BEGIN OF PROJECT
STA. 64+00

END OF PROJECT
STA. 109+00



SIGNING AND PAVEMENT MARKING
SHOP DRAWINGS TO BE SUBMITTED TO:

DAVID J. MENDEZ, P.E.
PE No. 49027
343 ALMERIA AVE.
CORAL GABLES, FL 33134

PLANS PREPARED BY:

CAP ENGINEERING INC.
343 ALMERIA AVE.
CORAL GABLES, FL 33134
PHONE: 305.448.1711
FAX: 305.448.1712
E.B. #27051

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

David J. Menendez

KEY SHEET REVISIONS	
DATE	DESCRIPTION

SIGNING AND PAVEMENT MARKING PLANS
ENGINEER OF RECORD: DAVID J. MENDEZ

P.E. NO. 49027

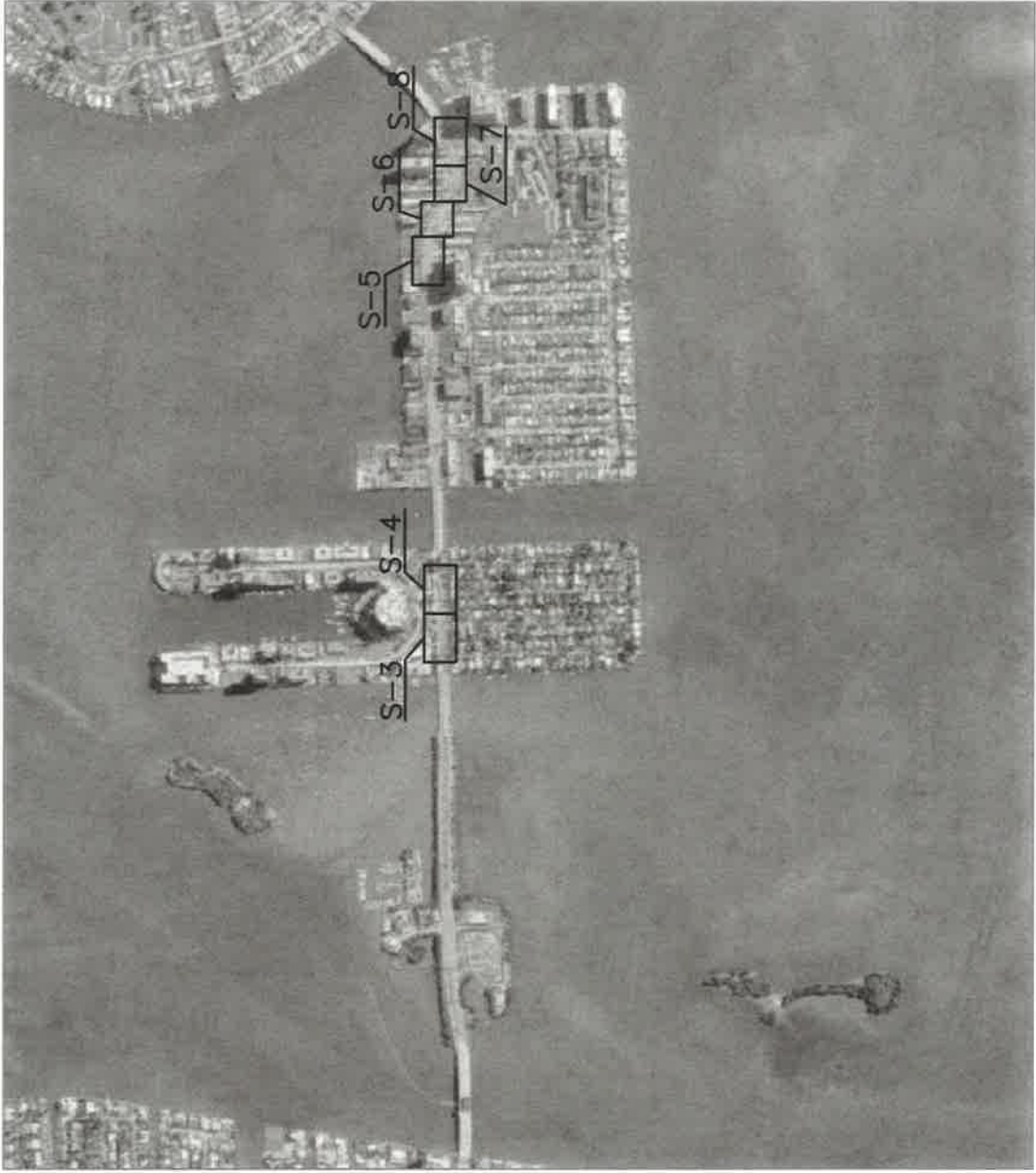
FISCAL YEAR	19
SHEET NO.	S-1

David J. Menendez
8-6-19

SUMMARY OF PAY ITEMS			
PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY TOTAL
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
523-1-3	PATTERNED PAVEMENT, VEHICULAR AREAS -BIKE LANE	SY	424.0
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.0595
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	12
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	EA	12
711-15-111	THERMOPLASTIC, STANDARD-OPEN GRADE ASPHALT SURFACE WHITE, SOLID, 6"	NM	0.4155
711-17	REMOVAL THERMOPLASTIC	SF	127.08

DATE		REVISIONS		CAP ENGINEERING INC. 343 ALMERIA AVE. CORAL GABLES, FL 33134 CERTIFICATE OF AUTHORIZATION: 27051 DAVID J. MENDEZ, P.E. P.E. LICENSE No. 49027		ROAD NO. __934__		COUNTY _MIAMI-DADE_	SUMMARY OF PAY ITEMS		SHEET NO. S-1A
DESCRIPTION		DATE		DESCRIPTION							

\$USERS\$ \$DAYS\$ \$TIMES\$ \$FILES\$



Carroll
6-19-8

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION: 27051
DAVID J. MENDEZ, P.E.
P.E. LICENSE NO. 48027

ROAD NO.	COUNTY
934	MIAMI-DADE

LOCATION PLAN

SHEET NO.
S-1B

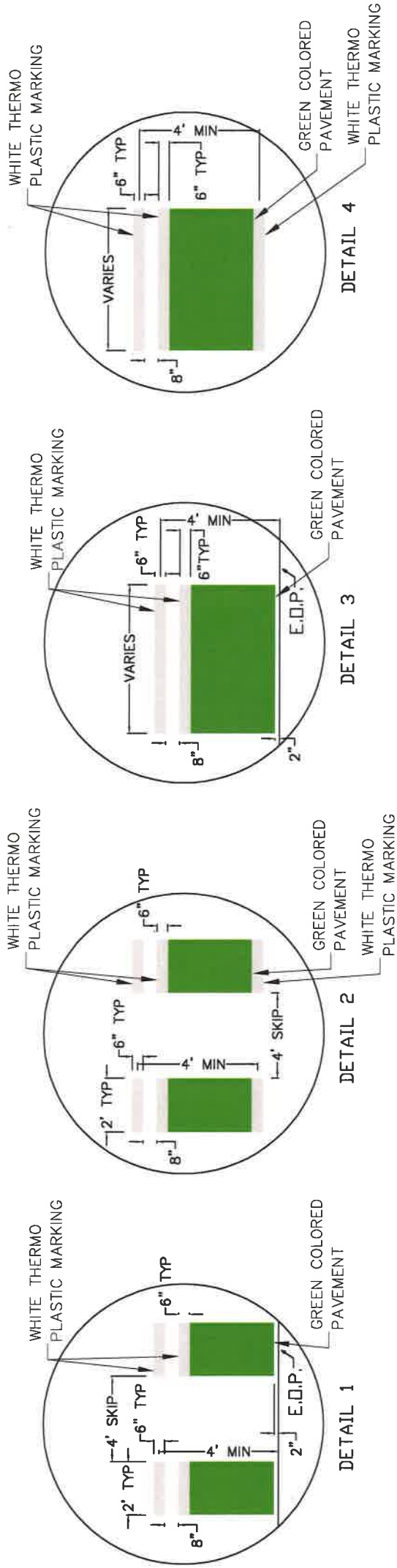
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DATE		DESCRIPTION		REVISIONS		CAP ENGINEERING INC.		ROAD NO.		COUNTY		GENERAL NOTES		SHEET NO.	
						343 ALMERIA AVE. CORAL GABLES, FL 33134 CERTIFICATE OF AUTHORIZATION: 27051 DAVID J. MENDEZ, P.E. P.E. LICENSE No. 49027		934		MIAMI-DADE				S-2A	
27. TRAFFIC CONTROL PLAN FOR THIS PROJECT SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT DESIGN STANDARDS, INDEX 600 SERIES.															
28. TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE LATEST EDITION OF THE FDOT DESIGN STANDARDS -600 SERIES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) AS MINIMUM CRITERIA.															
29. UNLESS OTHERWISE NOTED IN THE TECHNICAL SPECIFICATIONS: INSTALLATION, ACCEPTANCE, AND PAYMENT FOR ALL ITEMS REQUIRED IN THESE PLANS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING, REFERENCED IN THE KEY SHEET: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (LATEST EDITION) PALM BEACH COUNTY MINIMUM STANDARDS, CITY OF SOUTH BAY MINIMUM STANDARDS, AND ANY OR ALL FDOT TRAFFIC ENGINEERING REQUIREMENTS THAT MEET OR EXCEED THOSE FOUND IN THE ABOVE REFERENCED DOCUMENTS.															
30. USE OF BLACK PAINT TO COVER EXISTING AND/OR TEMPORARY PAVEMENT MARKINGS IS PROHIBITED. MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND AT THE END OF THE PROJECT AND AT ALL SIDE STREETS. PAVEMENT MARKINGS NEEDED FOR EXTENDING AND REFURBISHING DAMAGED EXISTING PAVEMENT MARKING AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE INCLUDED IN 102-1. COSTS FOR REMOVAL AND REPLACEMENT OF EXISTING CROSSWALK PAVEMENT MARKINGS TO MATCH NEW ADA RAMP LOCATIONS SHALL BE INCLUDED IN 102-1.															
31. THE MAINTENANCE OF TRAFFIC PLAN SHALL INCLUDE PROVISIONS FOR PEDESTRIAN TRAFFIC AS WELL AS VEHICULAR TRAFFIC.															
32. THE NUMBER OF DEVICES SHOWN ON THESE PLANS IS FOR ILLUSTRATION PURPOSES. ADDITIONAL DEVICES MAY BE REQUIRED TO PROPERLY PROTECT THE WORKERS AND WORK ZONE FROM VEHICULAR TRAFFIC.															
33. ANY DROP OFF IN THE AREA ADJACENT TO THE TRAVEL WAY SHALL BE PROTECTED BY THE APPROPRIATE METHOD AS REQUIRED BY INDEX 600 (PAGE 10 OF 13). ALL COSTS ASSOCIATED WITH THIS REQUIREMENT SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC, AT THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE. ANY DROP-OFF ADJACENT TO THE SUBJECT TRAVEL PATHS SHALL BE BACK FILLED FLUSH WITH THE TRAVEL PATH. COST OF ITEMS NOT INCLUDED IN CONTRACT SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.															
34. DURING THE TIME THE CONTRACTOR IS RESTORING ALL MALFUNCTIONING TRAFFIC SIGNAL EQUIPMENT, THE CONTRACTOR SHALL PROVIDE, AT HIS EXPENSE TEMPORARY TRAFFIC CONTROL DEVICES AND FLAGGER PERSONNEL AS NECESSARY WILL BE PROVIDED TO MAINTAIN A SAFE AND EFFICIENT FLOW OF TRAFFIC AT THE AFFECTED AND UNSIGNALIZED INTERSECTIONS.															
35. THE ALTERATION OF TRAVEL WAYS TO CREATE A WORK ZONE SHALL NOT COMMENCE UNTIL ALL LABOR AND MATERIAL ARE READY FOR THE CONSTRUCTION IN THAT ZONE.															
36. EACH EXISTING STREET NAME AND STOP SIGN AFFECTED BY CONSTRUCTION SHALL BE MAINTAINED IN AN APPROPRIATE LOCATION FOR THE DURATION OF THE PROJECT. WHEN NO LONGER AFFECTED BY CONSTRUCTION, THESE EXISTING SIGNS SHALL BE REMOVED AND REPLACED WITH THE PROPOSED ASSEMBLIES. COST OF TEMPORARILY RELOCATING THE EXISTING SIGNS SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.															
37. THE PEDESTRIAN, BICYCLE AND WHEELCHAIR TRAFFIC WILL BE GUIDED AND MAINTAINED USING APPROVED WARNING LIGHTS, SIGNING AND CHANNELIZATION DEVICES. SUCH CONTROL DEVICES WILL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH FDOT SPECIFICATIONS, STANDARD INDEX NO. 660 AND THE MUTCD. COST INCLUDED IN ITEM 102-1.															
38. CONTRACTOR SHALL NOT STORE EQUIPMENT WITHIN THE CLEAR ZONE DURING CONSTRUCTION ACTIVITY PERIOD, THE CONTRACTOR SHALL LIMIT THE STORAGE OF EQUIPMENT TO THE WORK ZONE AREA AND WITHIN THE RIGHT OF WAY.															
39. TEMPORARY CRASH CUSHIONS SHALL BE USED AT LOCATIONS INDICATED IN THE PLANS OR AS NECESSARY PER INDEX SERIES 600. TEMPORARY CRASH CUSHIONS SHALL BE OPTIONAL REDIRECTIVE CRASH CUSHIONS.															
40. TEMPORARY LANE TRANSITIONS, SHIFTS, AND CROSSEOVERS SHALL HAVE SOLID LANE AND EDGE LINES FOR THE LENGTH OF THE TRANSITION, SHIFT OR CROSSEOVER. IN ADDITION, SOLID LANE AND EDGE LINES SHALL EXTEND 100 FEET ON TANGENT BEYOND EACH END OF THE TRANSITION, SHIFT, OR CROSSEOVER. EXCEPTION SHALL BE THROUGH INTERSECTIONS WHERE 2' -4' SKIP LINES WILL BE PLACED.															
41. THE CONTRACTOR WILL USE 1:4 SHOULDER TAPER DETAIL IN ACCORDANCE WITH INDEX 600 SHEET 10 OF 13 TO PROTECT ANY DROP OFF ADJACENT TO THE ROADWAY DURING NON WORK OPERATIONS.															
42. THE LOCATION OF ALL TRAFFIC CONTROL DEVICES SHOWN IN THE PLANS IS APPROXIMATE ONLY AND SHALL BE ADJUSTED BY THE CONTRACTOR TO MEET ACTUAL FIELD CONDITIONS.															
43. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FDOT DESIGN STANDARDS. DETAILS FOR SIGNS, PAVEMENT MARKINGS, BARRIERS ARE NOT ALL INCLUSIVE WITH THE TOP PLANS. THE STANDARD INDEX 600 SERIES SHALL BE REFERENCED FOR SPECIFIC TRAFFIC CONTROLS AND LANE CLOSURES OR DETOURS.															
44. CONTRACTOR SHALL MAINTAIN A MINIMUM SHIFTING TAPER LENGTH BEFORE SHIFTING TRAVEL LANES, WHERE: X WS²/60 'W' IS THE WIDTH OF LATERAL TRANSITION IN FEET 'S' IS THE POSTED REGULATORY SPEED FOR THE WORK ZONE.															
45. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF ONE LANE IN EACH DIRECTION AT ALL TIMES DURING CONSTRUCTION. THE ENGINEER MAY ADJUST LANE CLOSURE TIMES IF CONDITIONS WARRANT.															
46. EXISTING COMMUNICATIONS OR COMMAND WIRE CONNECTIONS SHALL BE MAINTAINED AT ALL SIGNALIZED LOCATIONS DURING CONSTRUCTION. THIS SHALL INCLUDE INTERCONNECT, BRIDGE PREEMPTION, FLASHING BEACONS, AND FIRE PREEMPTION. CONTRACTORS SHALL PROVIDE TEMPORARY LINES AND CONNECTIONS IF NECESSARY.															
47. THE CONTRACTOR SHALL MAINTAIN ON LINE COMMUNICATION TO EXISTING OR TEMPORARY SIGNALIZATION VIA INTERCONNECT OR PHONE LINE DURING CONSTRUCTION. CONTRACTORS SHALL PROVIDE TEMPORARY LANES AND CONNECTIONS IF NECESSARY.															
48. REMOVAL OF EXISTING AND/OR TEMPORARY PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY WATER BLASTING.															
49. APPLY SHOULDER TREATMENT TO ANY DROP-OFF CONDITIONS PER INDEX 600 PRIOR TO THE END OF THE WORK PERIOD.															
50. THE MINIMUM LANE WIDTH SHALL BE 10 FEET.															

GENERAL NOTES:

- 1. GREEN-COLORED PAVEMENT SUPPLEMENTS THE REQUIRED BICYCLE LANE PAVEMENT MARKINGS AND IS NOT TO BE USED AS SUBSTITUTE FOR SUCH MARKINGS.
- 2. THE USE OF GREEN-COLORED BICYCLE LANES REQUIRE THE APPROVAL OF THE DISTRICT DESIGN ENGINEER WITH A COPY OF THE APPROVAL SUBMITTED TO THE STATE BICYCLE AND PEDESTRIAN COORDINATOR
- 3. MATERIALS USED TO COLOR THE BICYCLE LANE GREEN MUST BE NON-REFLECTIVE AND IN COMPLIANCE WITH
 - 3.1. FDOT SPECIFICATIONS 523, PATTERNED PAVEMENT
 - 3.2. FHWA INTERIM APPROVAL LETTER (IA14)



SKIP STRIPING
DETAILS

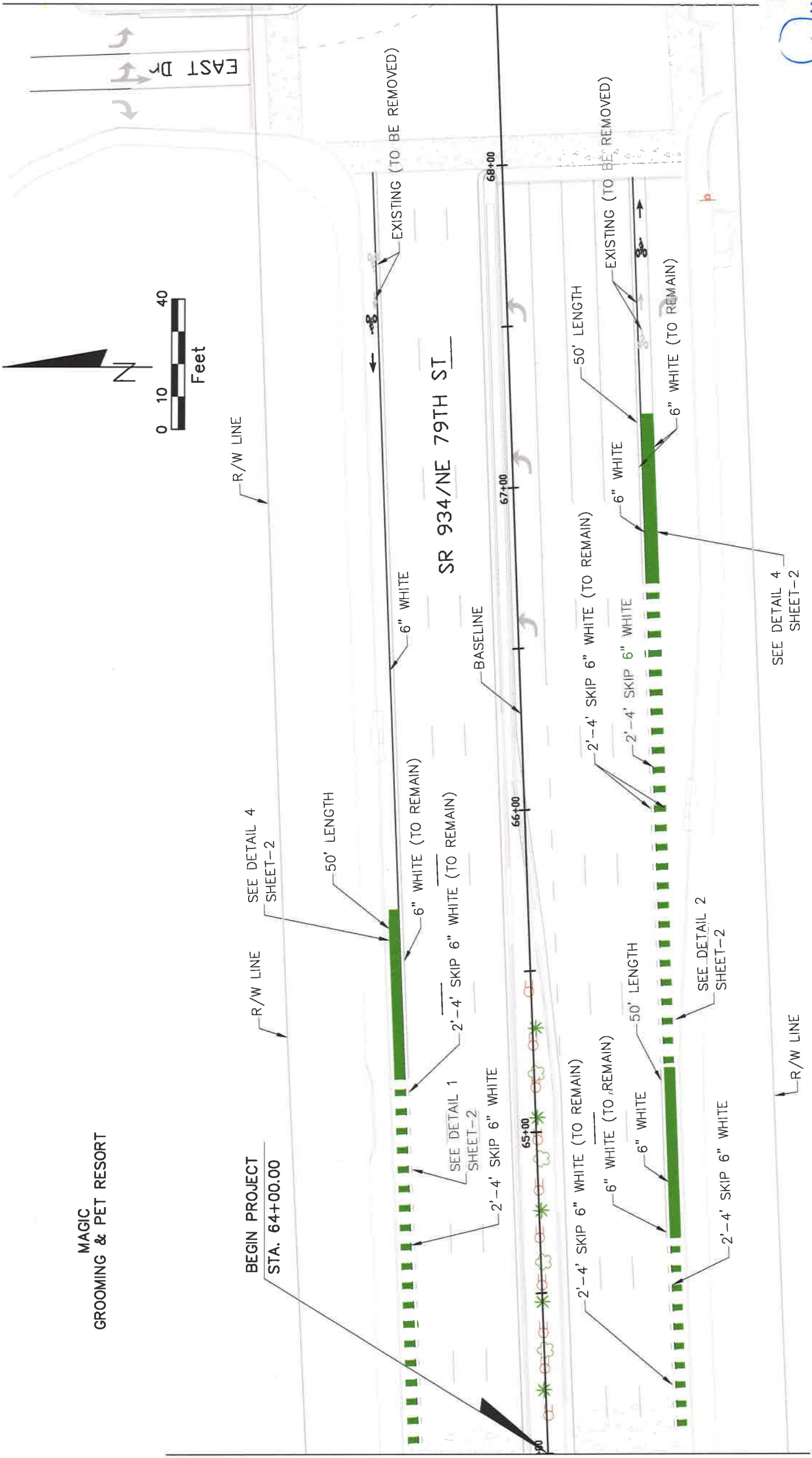
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REVISIONS		CAP ENGINEERING INC.		DETAILS GREEN THERMO LINE		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY		
			343 ALMERIA AVE CORAL GABLES, FL 33134 CERTIFICATE OF AUTHORIZATION: 27051 DAVID J. MENDEZ, P.E. P.E. LICENSE No. 49027	--934--	MIAMI-DADE		S-2B

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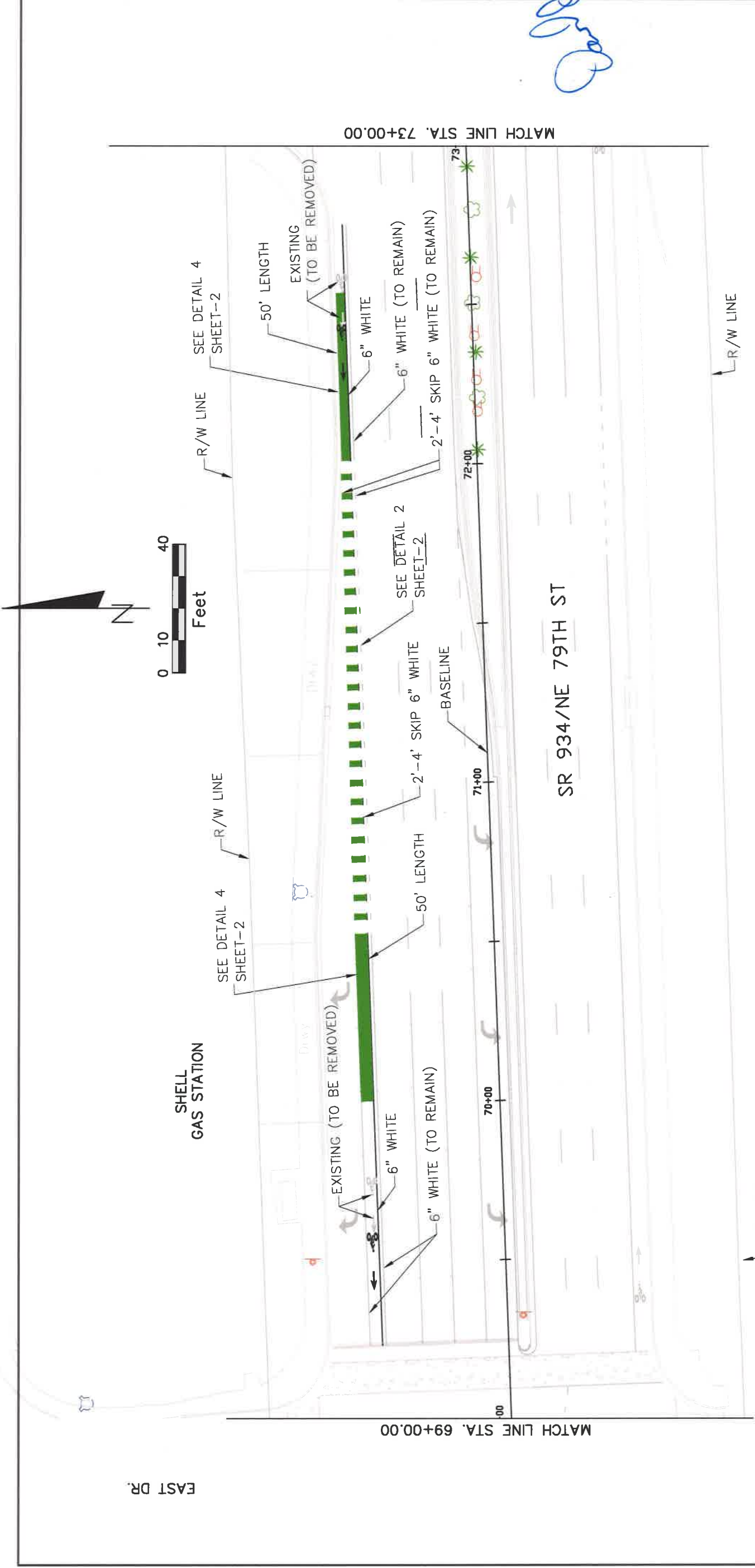
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MAGIC
GROOMING & PET RESORT



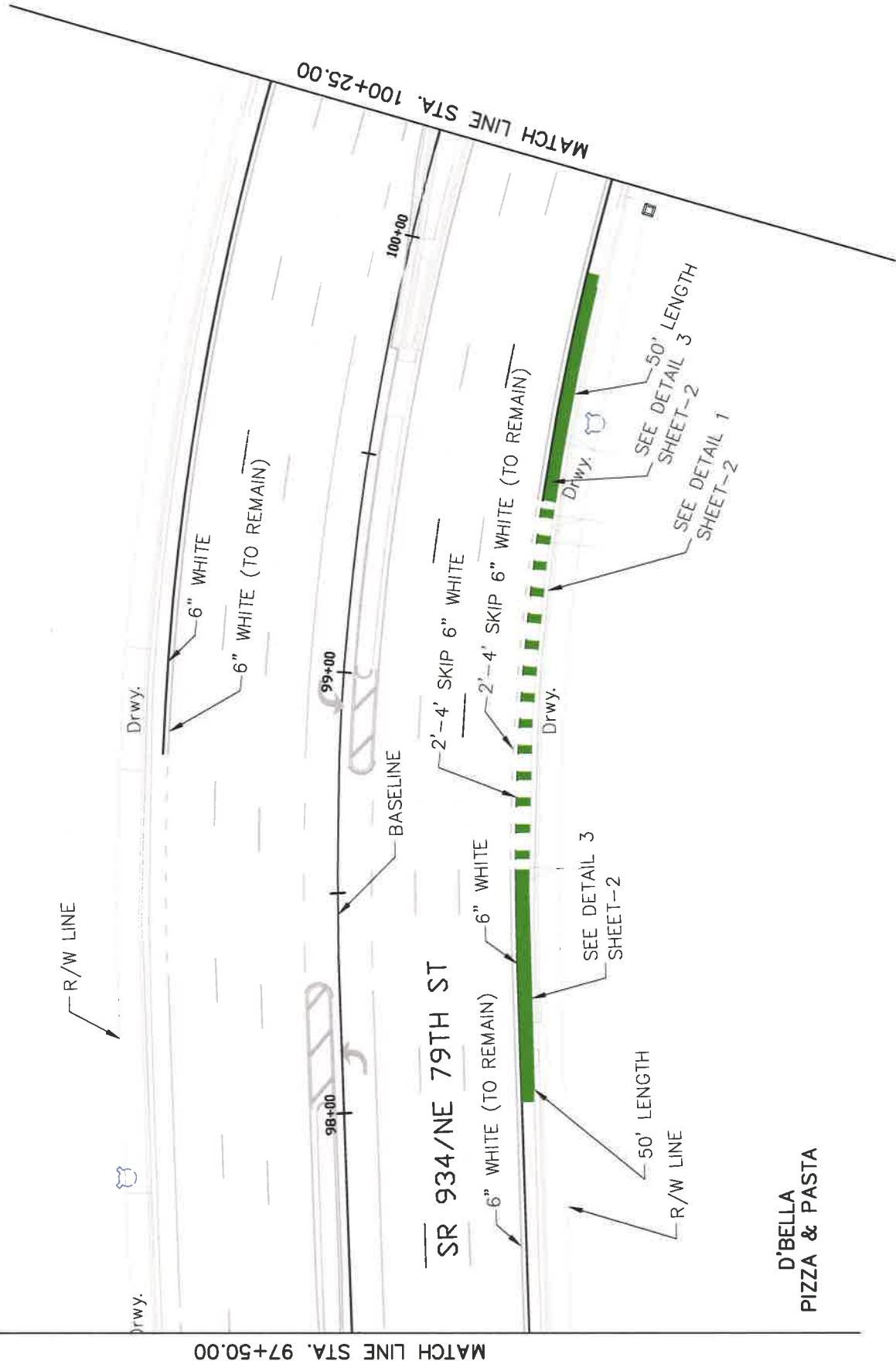
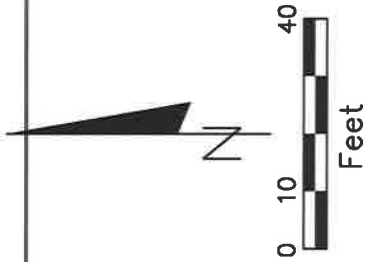
David
1-6-08

REVISIONS		CAP ENGINEERING INC.		ROAD NO.		COUNTY		ENHANCEMENTS - PLAN VIEW		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION								
				343 ALMERIA AVE. CORAL GABLES, FL 33134 CERTIFICATE OF AUTHORIZATION: 27051 DAVID J. MENDEZ, P.E. P.E. LICENSE No. 49027							
				934		MIAMI-DADE					



REVISIONS		CAP ENGINEERING INC.		ENHANCEMENTS - PLAN VIEW		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			
			343 ALMERIA AVE CORAL GABLES, FL 33134 CERTIFICATE OF AUTHORIZATION: 27051 DAVID J. MENDEZ, P.E. P.E. LICENSE No. 49027	ROAD NO. --934--	COUNTY _MIAMI-DADE_	S-4

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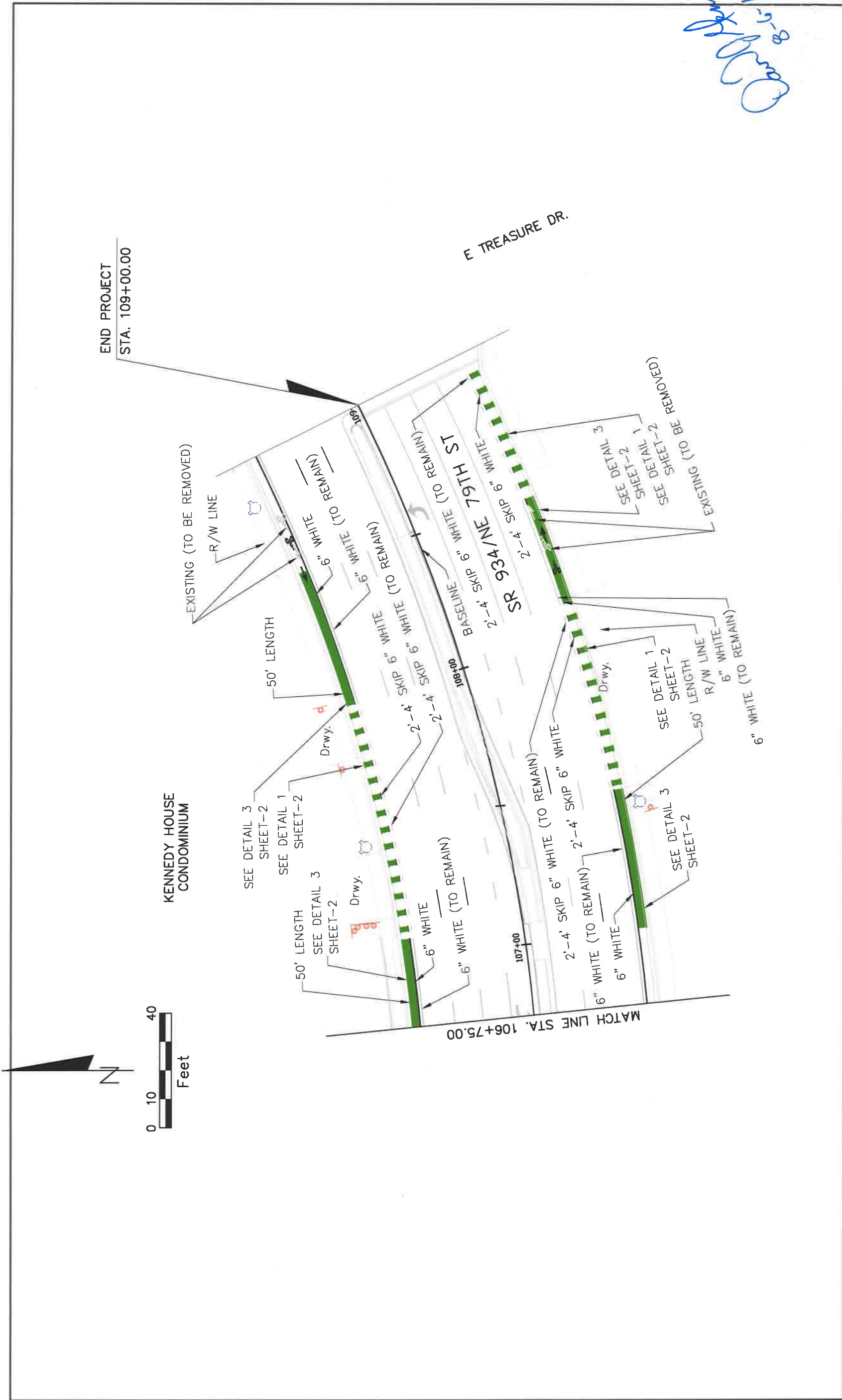


D'BELLA
PIZZA & PASTA

David J. Mendez
8-6-19

REVISIONS		CAP ENGINEERING INC.		ROAD NO.		COUNTY		ENHANCEMENTS - PLAN VIEW		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	343 ALMERIA AVE. CORAL GABLES, FL 33134 CERTIFICATE OF AUTHORIZATION: 27051 DAVID J. MENDEZ, P.E. P.E. LICENSE No. 49027		934		MIAMI-DADE		S-5

\$DATE\$ \$TIME\$ \$FILE\$



REVISIONS		DESCRIPTION		DATE	
CAP ENGINEERING INC. 343 ALMERIA AVE. CORAL GABLES, FL 33134 CERTIFICATE OF AUTHORIZATION: 27051 DAVID J. MENDEZ, PE. PE. LICENSE No. 48027					
ROAD NO.		COUNTY		ENHANCEMENTS - PLAN VIEW	
-- 934 --		_ MIAMI - DADE _			
\$DAYS\$		\$USERS\$		\$TIME\$	
\$FILE\$		\$DATE\$		\$TIME\$	
SHEET NO.		S-8		165	



ITEM NO. 11C

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Jose Olive, Public Works Director

THROUGH:

SUBJECT: North Bay Village Roadway Pavement Rehabilitation Design Services

RECOMMENDATION

Adoption of a professional engineering services contract agreement between the City of Miami and A and P Consulting Transportation Engineers (A&P) that was publicly advertised and awarded under City of Miami RFQ No. 17-18-026 for Civil Engineering services (see attached) for a roadway improvements project of similar scope for North Bay Village (NBV). NBV hereby desires to retain the services of A&P via the City of Miami contract agreement (see attached) for the design and preparation of roadway pavement rehabilitation plans for NBV.

Staff respectfully requests authorization for the Village Manager to execute a work order for Professional Services with A&P Consulting Transportation Engineers for the design and preparation of roadway pavement rehabilitation plans for NBV in an amount not to exceed of \$56,673.32.

BACKGROUND AND ANALYSIS

The Village is near completion of major underground water and sewer infrastructure rehabilitation work along the public right of way. Therefore, the Village considers that the appropriate and timely planning to initiate Villagewide pavement rehabilitation has become a priority in an effort to prevent further deterioration of the existing pavement. As such, staff has requested a proposal (see attached) from A&P for design and preparation of roadway pavement rehabilitation plans for North Bay Village via an existing contract between the City of Miami and A&P (RFQ 17-18-026) for Civil Engineering Services. The Village desires to retain the services of A&P for professional engineering services to design and prepare roadway pavement rehabilitation plans for NBV in accordance with the terms and conditions of the City of Miami RFQ, except as modified where necessary.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

\$56,673.32. Funding for these services will be expended from FY 2018-19 Transportation Fund account no. 115.18.541.6308.

PERSONNEL IMPACT

NONE



CONSULTANT WORK ORDER PROPOSAL

August 20, 2019

Dear Mr. Olivo:

A&P Consulting Transportation Engineers, Corp. proposes to provide the services identified below for the project entitled "**Harbor Island – Roadway Improvements**", **Civil Engineering Services**.

I. GENERAL

The Consultant is to provide all project management, investigation, analysis, permitting, utility coordination, and civil engineering services necessary for roadway and signing & pavement markings improvements along the following street on Harbor Island:

- **West Drive (1,875 LF)**
- **East Drive (1,940 LF)**

Project includes but not limited to roadway milling and resurfacing, ADA ramps where applicable, signing & pavement markings, utility coordination, and permits. All maps, plans and designs are to be prepared with English values in accordance with the FDOT Design Manual. The Consultant is to provide original and requested hardcopies of all construction documents at final submittal; and submit a CD containing all CADD project files to the Village at the conclusion of the project.

II. SCOPE OF WORK

Roadway and Signing & Pavement Markings Analysis

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Pavement Design Package

The Consultant shall provide in the plans a pavement design using Milling & Resurfacing and pavement restoration recommendations from the Geotechnical Report.

Horizontal / Vertical Master Design Files

Design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, preliminary documents provided by the City and scope of work.

Traffic Control Analysis

Design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress



to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations.

Quantities

Prepare the various summary of quantity sheets. This includes all efforts required to develop supporting documentation.

Cost Estimate

Provide Engineer's Opinion of Probable Construction Cost Estimate at two stages (60%) and (100%) submittals when complete.

Field Reviews

Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings

Meet with the relevant agencies having jurisdiction (e.g. North Bay Village and Miami Dade County Traffic Engineering), to investigate options for roadways configuration, right-of-way information especially with non-dedicated public right-of-way, and overall traffic control.

Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

Supervision

Includes all efforts required to supervise all roadway technical design activities.

Coordination

Includes all efforts for the coordination with all disciplines of the project to produce a final set of construction documents.

Roadway and and Signing & Pavement Markings Plans

Prepare Roadway (showing Signing and Pavement Markings) & Traffic Control plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction. Consultant shall use the following sheets, where applicable.

Cover Sheet

Typical Section Sheets

General Notes

Project Layout Sheets

Plan Sheets (Only)

Traffic Control General Notes & Phasing

Quality Assurance / Quality Control



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

Utilities

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the Village's construction project and/or aesthetic improvements. The CONSULTANT shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

Make Utility Contacts

Send plans and letters to each utility company, requesting their proposed system betterments and markups the plans.

Collect and Review Plans and Data from UAO(s)

Analyze and include relevant data in construction documents as necessary.

Review Utility Markups and Work Schedules and Processing of Schedules and Agreements

Review utility marked up plans individually as they are received for content and coordinate review with the designer. Provide utility coordination matrix (spreadsheet).

Certification / Close-out

This includes hours for transmitting utility files to the UAO(s) and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate Village's representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR An on-site inspection was made, and no utility work will be involved.

OR Plans were sent to the Utility Companies/Agencies and no utility work is required.

III. SUBCONSULTANTS

The below listed Sub-Consultants will assist in the performance of the Work.

Sub-Consultant Name	Specialty or Expertise
Geosol, Inc.	Geotechnical



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

IV. SCHEDULE OF WORK – TIME OF PERFORMANCE

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below

SCHEDULE OF DELIVERABLES				
Task or Activity ID #	Task Name and/or Activity Description	Duration (weeks)	Projected Start Date	Projected Finish Date*
1	Preliminary Investigations, Field Reviews, Technical Meetings	1	NTP	NTP + 1 weeks
2	Geotechnical Services	3	NTP + 1 weeks	NTP + 4 weeks
3	60% Roadway, Signing and Pavement Markings, Agency Coordination, and Technical Meetings	3	NTP + 1 weeks	NTP + 4 weeks
4	100% Roadway and Signing & Pavements Markings Plans	2	NTP + 4 weeks	NTP + 6 weeks

An updated schedule, indicating actual delivery dates, based on the listed durations, will be provided to the Village upon receipt of NTP.

V. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total **Lump Sum** fee of **ten thousand two hundred fifty dollars and twenty two cents (\$10,250.22)**.

SUMMARY OF COMPENSATION			
Task or Activity ID #	Major Task Name and/or Activity Description	Fee Amount	Fee Basis
1, 3-4	Professional Engineering Services:		
	Construction Documents (60% Submittal)	\$ 5,060.53	Lump Sum
	Construction Documents (100% Submittal)	\$ 3,373.69	Lump Sum
	Subtotal Professional Fees	\$ 8,434.22	Lump Sum
2	Geotechnical Services	\$ 1,816.00	Lump Sum, (One time submittal upon delivery)
	Total	\$ 10,250.22	

*Note: Compensation should match the Task, Activities, and/or Deliverables identified.



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

VI. PROJECT MANAGER

CONSULTANT'S Project Manager for this Work Order assignment will be **Eithel M. Sierra, P.E.**

Submitted by:



Eithel M. Sierra, P.E.
A&P Consulting Transportation Engineers, Corp.

Reviewed and approval in concept
Recommended by:

Jose Olivo, P.E., Public Works Director
North Bay Village, Florida



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

EXHIBIT A FEE PROPOSAL PRIME CONSULTANT

Project Information Sheet

Financial Project Identification Number:		N/A		Federal Aid Project Identification Number: N/A	
Project Description: Harbor Island - Roadway Improvements Project					
Begin Milepost:	N/A	End Milepost:	N/A	Project Length:	Miles
Number of Lanes:	2	Typical Section:	Urban	Lane Configuration:	Undivided (Divided / Undivided)
Project Type:	Minor (Minor / Major)	Access Management Classification:	1	Roadway Classification:	Off Sys. (NHS/FHIS/Off Sys.)
CAP Level:		TCP Level:		Survey Level:	1
Variances:		Exceptions:			
1.					
2.					
3.					
4.					
5.					
Proposed Design Contract Time:		_____ months			
Project Preliminary Design Specifics:					
Roadway		<====Roadway Plan Type (Plan/Profile, Plan Only, etc.)			
Drainage		<====Number of Drainage Structures			
Utility coordination		<====Number of Effectuated Utilities			
Structures - Bridges		<==== Bridge Structures? (Y/N, number)			
Structures - Retaining Walls		<==== Retaining Walls? (Y/N, number)			
Structures - Misc. Structures		<==== Miscellaneous Structures? (Y/N, number)			
Permits		<====Permits Required (WMD, ACOE, Local Permits, etc.)			
Signing and PM		<====Signing & Pavement Marking Plans Required? (Y / N)			
Signalization Intersections		<====Number of Intersections Requiring Signals:			
Non-Signalized Int.		<====Number of Non-Signalized Intersections			
Traffic Control		<====Number of phases requiring detailed phase drawings			
Landscaping		<====Landscaping Plans Required? (Y / N)			
Right of Way		<====Right Of Way Plans Required? (Y / N)			
Lighting		<====Lighting Plans Required? (Y / N)			
Architecture		<====Architectural Plans Required? (Y / N)			
Geotech		<====Geotechnical Consultant Services Required? (Y / N)			
Survey		<====Survey Consultant Services Required? (Y / N)			
JPAs		<====JPAs Prepared by Consultant? (Y / N, if so how many?)			
Mitigation Plan		<====Mitigation Plans Required? (Y / N)			
Specifications Package		<====Specifications Package to be Prepared by Consultant? (Y / N)			

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A
 FAP Number: N/A
 Project Name: Harbor Island - Roadway Improvements
 Project: Harbor Island - Roadway Improvements
 Name of Consultant: A&P Consultant Transportation Eng's
 Date: 8/20/2019

WORK ACTIVITY	Hours from "Summary sheet"	EMPLOYEE CLASSIFICATION										TOTAL STAFF HOURS RANGE		ON CADD PERCENT
		Senior Project Manager	Project Engineer	CADD Technician	Clerical	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
3. Project General Tasks														
4. Roadway Analysis	63	3	13	45	2							63		
5. Roadway Plans	26	1	5	19	1							26		
6. Drainage Analysis														
7. Utilities	15	1	3	11								15		
8. Environmental Permits														
9. Structures - Misc. Tasks, Dwgs, Non-Tech.														
10. Structures - BDR														
11. Structures - Temporary Bridge														
12. Structures - Short Span Concrete														
13. Structures - Medium Span Concrete														
14. Structures - Structural Steel														
15. Structures - Segmental Concrete														
16. Structures - Movable Span														
17. Structures - Retaining Walls														
18. Structures - Miscellaneous														
19. Signing & Marking Analysis														
20. Signing & Marking Plans														
21. Signalization Analysis														
22. Signalization Plans														
23. Lighting Analysis														
24. Lighting Plans														
25. Landscape Architecture Analysis														
26. Landscape Architecture Plans														
27. Survey (Field & Office Support)														
28. Photogrammetry														
29. Mapping														
30. Geotechnical														
31. Architecture Development														
TOTALS	104	5	21	75	3							104		

Notes:
 1. Worksheet provides the distribution of a firm's total staff hours for a project.
 2. Percentages for staff hour distribution by classification are entered below in rows 56 to 84 of this sheet.
 3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
 4. Formulas under "Total Staff Hours Range" (columns P & Q) may be adjusted to provide desired range.

Field Survey Estimate:
 _____ 4-man crew days

FIRM TOTAL

104

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL

Financial Project Number: N/A Harbor Island - Roadway Improvements Project Name: A&P Consultant Transportation Engs
 FAP Number: N/A Date: 8/20/2019 Name of Consultant: A&P Consultant Transportation Engs

Staff Hour Distribution Percentages - Firm Total										
	Hours from "Summary" sheet Firm Total	Senior Project Manager	Project Engineer	CADD Technician	Clerical					Total
3. Project General Tasks										
4. Roadway Analysis	63	5.0%	20.0%	72.0%	3.0%					100.00%
5. Roadway Plans	26	5.0%	20.0%	72.0%	3.0%					100.00%
6. Drainage Analysis										
7. Utilities	15	5.0%	20.0%	72.0%	3.0%					100.00%
8. Environmental Permits										
9. Structure Summary										
10. Structures - BDR										
11. Structures - Temporary Bridge										
12. Structures - Short Span Concrete										
13. Structures - Medium Span Concrete										
14. Structures - Structural Steel										
15. Structures - Segmental Concrete										
16. Structures - Movable Span										
17. Structures - Retaining Walls										
18. Structures - Miscellaneous										
19. Signing & Marking Analysis										
20. Signing & Marking Plans										
21. Signalization Analysis										
22. Signalization Plans										
23. Lighting Analysis										
24. Lighting Plans										
25. Landscape Architecture Analysis										
26. Landscape Architecture Plans										
27. Survey (Field & Office Support)										
28. Photogrammetry										
29. Mapping										
30. Geotechnical										
31. Architecture Development										

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Harbor Island - Roadway Improvements Project
County: Miami-Dade
FPN: N/A
FAP No.: N/A

Consult Name: A&P Consultant Transportation Engs
Contract No.
Date: 8/20/2019
Estimator: Ethel M. Sierra, P.E.

Staff Classification	Total Staff Hours From "SH Summary Firm"	Senior Project Manager	Project Engineer	CADD Technician	Clerical						SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General Tasks	63	3	13	45	2						63	\$1,767	\$28.05
4. Roadway Analysis	26	1	5	19	1						26	\$710	\$27.29
5. Roadway Plans													
6. Drainage Analysis													
7. Utilities	15	1	3	11							15	\$432	\$28.79
8. Environmental Permits													
9. Structure Summary													
10. Structures - BDR													
11. Structures - Temporary Bridge													
12. Structures - Short Span Concrete													
13. Structures - Medium Span Concrete													
14. Structures - Structural Steel													
15. Structures - Segmental Concrete													
16. Structures - Movable Span													
17. Structures - Retaining Walls													
18. Structures - Miscellaneous													
19. Signing & Marking Analysis													
20. Signing & Marking Plans													
21. Signalization Analysis													
22. Signalization Plans													
23. Lighting Analysis													
24. Lighting Plans													
25. Landscape Architecture Analysis													
26. Landscape Architecture Plans													
27. Survey													
28. Photogrammetry													
29. Mapping													
30. Geotechnical													
31. Architecture Development													
Total Staff Hours	104	5	21	75	3						104	\$2,908.35	\$27.96

Survey Field Days by Subconsultant
4 - Person Crew:

NEGOTIATED FEE
ADJUSTED FEE (INCLUDING 2.9 MULTIPLIER)
SUBTOTAL:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
- Provide backup for the expense calculation in a format acceptable to the Department.

4-man crew
days @ \$ - / day

Survey (Field - If by Prime)
Subconsultant: **Geosol, Inc. - Geotechnical**
Subconsultant:
Subconsultant:

SUBTOTAL ESTIMATED FEE:
Additional Services (Allowance) (Limited Amount)
GRAND TOTAL ESTIMATED FEE:

Project Activity 4: Roadway and Signing Pavement Markings Analysis

Estimator: Eithel M. Sierra, P.E.

Harbor Island - Roadway Improvements Project
N/A

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
4.1	Typical Section Package	LS				
4.2	Pavement Design Package	LS				
4.3	Access Management	LS				
4.4	Horizontal /Vertical Master Design Files	LS	1	40	40	Includes effort to design milling and resurfacing, pavement restoration, curb ramps (as needed), signing and pavement markings, utility adjustments. (Obtain Aerials and obtain R/W from Miami-Dade Property Appraisal's Office) = 2 people x 8 hrs x 2 days (Roadway) + 1 person x 8 hrs x 2 days (Signing & Appraisal's Office)
4.5	Cross Section Design Files	LS				
4.6	Traffic Control Analysis	LS				
4.7	Master TCP Design Files	LS				
4.8	Design Variations and Exceptions	LS				
4.9	Design Report	LS				
4.10	Quantities	LS	1	6	6	Include effort to determine quantities for placement in the various Summary of Quantities Sheets (2 sheets x 3 hrs). Add (2 hours to separate asphalt quantity for parking spaces).
4.11	Cost Estimate	LS	1	2	2	1 hrs x 2 updates (includes 60% and Final Engineer Opinion's of Construction Cost)
4.12	Technical Special Provisions	LS				
4.13	Other Roadway Analysis	LS				
Roadway Analysis Technical Subtotal					48	
4.14	Field Reviews	LS	1	4	4	2 person x 2 hrs x 1 field reviews.
4.15	Technical Meetings	LS	1	6	6	Meetings with Village (2 meetings x 2hrs x 1 persons) plus 1 meeting x 2 hrs. with Miami Dade County Traffic for Signing and Pavement Markings. Total 3 meetings.
4.16	Quality Assurance/Quality Control	LS	%	5%	2	
4.17	Independent Peer Review	LS	%			
4.18	Supervision	LS	%	5%	2	
Roadway Analysis Nontechnical Subtotal					14	
4.19	Coordination	LS	%	2%	1	
4. Roadway Analysis Total					63	

Project Activity 5: Roadway and Signing Pavement Markings Plans

Estimator: Eithel M. Sierra, P.E.

Harbor Island - Roadway Improvements Project
N/A

Task No.	Task	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	
5.1	Key Sheet		Sheet	1	2	1	2	
5.2	Summary of Pay Items-including Quantity Input		Sheet					Included in 5.7
5.3	Drainage Map		Sheet					
5.4	Interchange Drainage Map		Sheet					
5.5	Typical Section Sheets		Sheet	1	4	1	4	
5.6	General Notes/Pay Item notes		Sheet	1	4	1	4	(Includes Roadway, signing and pavement markings, and MOT Phasing notes)
5.7	Summary of Quantities		Sheet	1	4	1	4	
5.8	Box Culvert Data Sheet		Sheet					
5.9	Bridge Hydraulics Recommendation Sheets		Sheet					
5.10	Summary of Drainage Structures		Sheet					
5.11	Optional Pipe/ Culvert Material		Sheet					
5.12	Project Layout		Sheet					
5.13	Plan/Profile Sheet		Sheet					
5.14	Profile Sheet		Sheet					
5.15	Plan Sheet	20	Sheet	4	2.5	4	10	(includes sign and pavement markings labels) (double pan)
5.16	Special Profile		Sheet					
5.17	Back of Sidewalk Profile Sheet		Sheet					
5.18	Interchange Layout Sheet		Sheet					
5.19	Ramp Terminal Details (Plan View)		Sheet					
5.20	Intersection Layout Details		Sheet					
5.21	Miscellaneous Detail Sheets		Sheet					
5.22	Drainage Structure Sheet (per Structure)		EA					

Project Activity 5: Roadway and Signing Pavement Markings Plans

Task No.	Task	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	
5.23	Miscellaneous Drainage Detail Sheets		Sheet					
5.24	Lateral Ditch Plan/Profile		Sheet					
5.25	Lateral Ditch Cross sections		EA					
5.26	Retention/Detention Ponds Detail Sheet		Sheet					
5.27	Retention Pond Cross Sections		EA					
5.28	Cross-section Pattern Sheet		Sheet					
5.29	Roadway Soil Survey Sheet		Sheet					
5.30	Cross Sections	20/10	EA					
5.31	Traffic Control Plan Sheets	40	Sheet					
5.32	Traffic Control Cross Section Sheets		EA					
5.33	Traffic Control Detail Sheets		Sheet					
5.34	Utility Adjustment Sheets		Sheet					Included in Roadway Plan Sheets
5.35	Selective Clearing and Grubbing		Sheet					
5.36	Erosion Control Plan		Sheet					
5.37	SWPPP		Sheet					
5.38	Project Control Network Sheet		Sheet					
5.39	Interim Standards		LS					
5.40	Utility Verification Sheet (SUE data)		Sheet					
Roadway Plans Technical Subtotal								
5.41	Quality Assurance/Quality Control		LS	%	5%		1	
5.42	Supervision		LS	%	5%		1	
5. Roadway Plans Total						8	26	

Project Activity 7: Utilities

Estimator: Eithel M. Sierra, P.E.

Harbor Island - Roadway Improvements Project
N/A

Task No.	TASK						
7.1	Kickoff Meeting	LS					None is necessary
7.2	Identify Existing Utility Agency Owners (UAOs)	LS	1	2	2		Call sunshine, identify additional utility owners.
7.3	Make Utility Contacts	LS	2	2	4		Send Initial and 100% plans to Utility owners (assumed only 6 utilities)
7.4	Exception Coordination	LS					
7.5	Preliminary Utility Meeting	LS					
7.6	Individual/Field Meetings	LS					
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	3	3		
7.8	Subordination of Easements Coordination	LS					
7.9	Utility Design Meeting	LS					
7.10	Review Utility Markups, Work Schedules, Processing of Schedules and Agreements	LS	1	3	3		Includes checking all utility information and coordinate Utility work schedules
7.11	Utility Coordination / Followup	LS					
7.12	Utility Constructability Review	LS					
7.13	Additional Utility Services	LS					
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS					
7.15	Contract Plans to UAO(s)	LS					
7.16	Certification/Close-out	LS	1	3	3		
7. Utilities Total						15	

GEOSOL, INC.
FEE PROPOSAL FOR GEOTECHNICAL SERVICES
Harbor Island Pavement Coring
U shaped island North of the Causeway
City of Miami Beach , Florida

GEOSOL PROPOSAL No. P-219149

Date Prepared: August 15, 2019

Prepared for: A&P Consulting Transportation Engineers - Attn: Mr. Alejandro A. Leon, P.E.

<u>DESCRIPTION</u>	UNITS	# OF UNITS	UNIT RATE (\$)	TOTAL \$
<u>1. FIELD INVESTIGATION</u>				
Mobilization of Truck Mounted Drill Rig	day	1	\$349.00	\$349.00
Asphalt Pavement Cores - 2 locations (one on West Drive and one on East Drive	each	2	\$125.00	\$250.00
Standard Penetration Test Borings - 2 locations to 2 ft in depth for base & subbase	feet	4	\$20.00	\$80.00
Grout Seal Boreholes	feet	4	\$8.00	\$32.00
MOT (cones, Flags, Arrow Boards, Barricades,etc)	day	1	\$250.00	\$250.00
Senior Technician (Boring Layout, Utility Clearance, Field Meetings, etc.)	hour	2	\$90.00	\$180.00
SUB-TOTAL (FIELD EXPLORATION PROGRAM)				\$1,141.00
<u>2. ENGINEERING AND TECHNICAL SERVICES</u>				
Senior Project Engineer	hour	1	\$185.00	\$185.00
Project Engineer	hour	2	\$150.00	\$300.00
Engineer Intern	hour	2	\$95.00	\$190.00
SUB-TOTAL (ENGINEERING SERVICES)				\$675.00
TOTAL GEOTECHNICAL FEES FOR PROJECT				\$1,816.00



CONSULTANT WORK ORDER PROPOSAL

August 20, 2019

Dear Mr. Olivo:

A&P Consulting Transportation Engineers, Corp. proposes to provide the services identified below for the project entitled “**North Bay Island – Roadway Improvements**”, **Civil Engineering Services**.

I. GENERAL

The Consultant is to provide all project management, investigation, analysis, permitting, utility coordination, and civil engineering services necessary for roadway and signing & pavement markings improvements along the following street on North Bay Island:

- **79 Street Parkway (775 LF)**
- **Bay Terrace (775 LF)**
- **Miami View Drive (1450 LF)**
- **Center Bay Drive (1450 LF)**
- **Coquina Drive (1450 LF)**
- **Beach View Drive (1450 LF)**

Project includes but not limited to roadway milling and resurfacing, ADA ramps where applicable, signing & pavement markings, utility coordination, and permits. All maps, plans and designs are to be prepared with English values in accordance with the FDOT Design Manual. The Consultant is to provide original and requested hardcopies of all construction documents at final submittal; and submit a CD containing all CADD project files to the Village at the conclusion of the project.

II. SCOPE OF WORK

Roadway and Signing & Pavement Markings Analysis

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Pavement Design Package

The Consultant shall provide in the plans a pavement design using Milling & Resurfacing and pavement restoration recommendations from the Geotechnical Report.

Horizontal / Vertical Master Design Files

Design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, preliminary documents provided by the City and scope of work.



Traffic Control Analysis

Design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations.

Quantities

Prepare the various summary of quantity sheets. This includes all efforts required to develop supporting documentation.

Cost Estimate

Provide Engineer's Opinion of Probable Construction Cost Estimate at two stages (60%) and (100%) submittals when complete.

Field Reviews

Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings

Meet with the relevant agencies having jurisdiction (e.g. North Bay Village and Miami Dade County Traffic Engineering), to investigate options for roadways configuration, right-of-way information especially with non-dedicated public right-of-way, and overall traffic control.

Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

Supervision

Includes all efforts required to supervise all roadway technical design activities.

Coordination

Includes all efforts for the coordination with all disciplines of the project to produce a final set of construction documents.

Roadway and and Signing & Pavement Markings Plans

Prepare Roadway (showing Signing and Pavement Markings) & Traffic Control plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction. Consultant shall use the following sheets, where applicable.

Cover Sheet

Typical Section Sheets

General Notes

Project Layout Sheets

Plan Sheets (Only)

Traffic Control General Notes & Phasing

Quality Assurance / Quality Control



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

Utilities

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the Village's construction project and/or aesthetic improvements. The CONSULTANT shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

Make Utility Contacts

Send plans and letters to each utility company, requesting their proposed system betterments and markups the plans.

Collect and Review Plans and Data from UAO(s)

Analyze and include relevant data in construction documents as necessary.

Review Utility Markups and Work Schedules and Processing of Schedules and Agreements

Review utility marked up plans individually as they are received for content and coordinate review with the designer. Provide utility coordination matrix (spreadsheet).

Certification / Close-out

This includes hours for transmitting utility files to the UAO(s) and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate Village's representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR An on-site inspection was made, and no utility work will be involved.

OR Plans were sent to the Utility Companies/Agencies and no utility work is required.

III. SUBCONSULTANTS

The below listed Sub-Consultants will assist in the performance of the Work.

Sub-Consultant Name	Specialty or Expertise
Geosol, Inc.	Geotechnical



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

IV. SCHEDULE OF WORK – TIME OF PERFORMANCE

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below

SCHEDULE OF DELIVERABLES				
Task or Activity ID #	Task Name and/or Activity Description	Duration (weeks)	Projected Start Date	Projected Finish Date*
1	Preliminary Investigations, Field Reviews, Technical Meetings	1	NTP	NTP + 1 weeks
2	Geotechnical Services	3	NTP + 1 weeks	NTP + 4 weeks
3	60% Roadway, Signing and Pavement Markings, Agency Coordination, and Technical Meetings	3	NTP + 1 weeks	NTP + 4 weeks
4	100% Roadway and Signing & Pavements Markings Plans	3	NTP + 4 weeks	NTP + 7 weeks

An updated schedule, indicating actual delivery dates, based on the listed durations, will be provided to the Village upon receipt of NTP.

V. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total **Lump Sum** fee of **eighteen thousand fifty dollars and twenty cents (\$18,050.20)**.

SUMMARY OF COMPENSATION			
Task or Activity ID #	Major Task Name and/or Activity Description	Fee Amount	Fee Basis
1, 3-4	Professional Engineering Services:		
	Construction Documents (60% Submittal)	\$ 9,740.52	Lump Sum
	Construction Documents (100% Submittal)	\$ 6,493.68	Lump Sum
	Subtotal Professional Fees	\$ 16,050.20	Lump Sum
2	Geotechnical Services	\$ 1,816.00	Lump Sum, (One time submittal upon delivery)
	Total	\$ 18,050.20	

*Note: Compensation should match the Task, Activities, and/or Deliverables identified.



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

VI. PROJECT MANAGER

CONSULTANT'S Project Manager for this Work Order assignment will be **Eithel M. Sierra, P.E.**

Submitted by:



Eithel M. Sierra, P.E.
A&P Consulting Transportation Engineers, Corp.

Reviewed and approval in concept
Recommended by:

Jose Olivo, P.E., Public Works Director
North Bay Village, Florida



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

EXHIBIT A FEE PROPOSAL PRIME CONSULTANT

Project Information Sheet

Financial Project Identification Number:		N/A		Federal Aid Project Identification Number: <u>N/A</u>	
Project Description:					
Begin Milepost:		North Bay Island - Roadway Improvements Project			
Number of Lanes:		N/A	End Milepost:	N/A	Project Length: _____ Miles
Project Type:		2	Typical Section:	Urban	Lane Configuration: _____ (Divided / Undivided)
CAP Level:		Minor	Access Management Classification:	Urban	Off Sys. _____ (NHS/FIHS/Off Sys.)
Variances:		1	TCP Level:	1	Survey Level: _____
		1.	Exceptions:		
		2.			
		3.			
		4.			
		5.			
		_____ months			
Proposed Design Contract Time:					
Project Preliminary Design Specifics:					
Roadway	<====Roadway Plan Type (Plan/Profile, Plan Only, etc.)				
Drainage	<====Number of Drainage Structures				
Utility coordination	<====Number of Effectuated Utilities				
Structures - Bridges	<==== Bridge Structures? (Y/N, number)				
Structures - Retaining Walls	<==== Retaining Walls? (Y/N, number)				
Structures - Misc. Structures	<==== Miscellaneous Structures? (Y/N, number)				
Permits	<====Permits Required (WMD, ACOE, Local Permits, etc.)				
Signing and PM	<====Signing & Pavement Marking Plans Required? (Y / N)				
Signalization Intersections	<====Number of Intersections Requiring Signals:				
Non-Signalized Int.	<====Number of Non-Signalized Intersections				
Traffic Control	<====Number of phases requiring detailed phase drawings				
Landscaping	<====Landscaping Plans Required? (Y / N)				
Right of Way	<====Right Of Way Plans Required? (Y / N)				
Lighting	<====Lighting Plans Required? (Y / N)				
Architecture	<====Architectural Plans Required? (Y / N)				
Geotech	<====Geotechnical Consultant Services Required? (Y / N)				
Survey	<====Survey Consultant Services Required? (Y / N)				
JPAs	<====JPAs Prepared by Consultant? (Y / N, if so how many?)				
Mitigation Plan	<====Mitigation Plans Required? (Y / N)				
Specifications Package	<====Specifications Package to be Prepared by Consultant? (Y / N)				

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number:

N/A

Project Name: North Bay Island - Roadway
Improvements Project

FAP Number:

N/A

Date: 8/20/2019

Name of Consultant: A&P Consultant Transportation Eng's

WORK ACTIVITY	Hours from "Summary sheet" Firm	EMPLOYEE CLASSIFICATION										TOTAL STAFF HOURS RANGE		ON CADD PERCENT
		Senior Project Manager	Project Engineer	CADD Technician	Clerical	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
3. Project General Tasks														
4. Roadway Analysis	133	7	27	96	3							133		
5. Roadway Plans	47	2	9	34	2							47		
6. Drainage Analysis														
7. Utilities	20	1	4	14	1							20		
8. Environmental Permits														
9. Structures - Misc. Tasks, Dwgs, Non-Tech.														
10. Structures - BDR														
11. Structures - Temporary Bridge														
12. Structures - Short Span Concrete														
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29. Mapping														
30. Geotechnical														
31. Architecture Development														
TOTALS	200	10	40	144	6							200		

Notes:
1. Worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 56 to 84 of this sheet.
3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
4. Formulas under "Total Staff Hours Range" (columns P & Q) may be adjusted to provide desired range.

Field Survey Estimate:
_____ 4-man crew days

FIRM TOTAL

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL

Financial Project Number:

N/A

FAP Number:

N/A

North Bay Island - Roadway Improverner

Project Name:

A&P Consultant Transportation Eng's

Name of Consultant:

8/20/2019

Date:

Staff Hour Distribution Percentages - Firm Total										
	Hours from "Summary" sheet Firm Total	Senior Project Manager	Project Engineer	CADD Technician	Clerical					Total
3. Project General Tasks										
4. Roadway Analysis	133	5.0%	20.0%	72.0%	3.0%					100.00%
5. Roadway Plans	47	5.0%	20.0%	72.0%	3.0%					100.00%
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30. Geotechnical										
31. Architecture Development										

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: **North Bay Island - Roadway Improvements Project**
 County: **Miami-Dade**
 FPN: **N/A**
 FAP No.: **N/A**

Consult Name: **A&P Consultant Transportation Engs**
 Contract No. **8/20/2019**
 Date: **Ethel M. Sierra, P.E.**
 Estimator:

Staff Classification	Total Staff Hours From "SH Summary Firm"	Senior Project Manager	Project Engineer	CADD Technician	Clerical						SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General Tasks	133	7	27	96	3						133	\$3,751	\$28.20
4. Roadway Analysis	47	2	9	34	2						47	\$1,289	\$27.42
5. Roadway Plans													
6. Drainage Analysis													
7. Utilities	20	1	4	14	1						20	\$558	\$27.91
8. Environmental Permits													
9. Structure Summary													
10. Structures - BDR													
11. Structures - Temporary Bridge													
12. Structures - Short Span Concrete													
13. Structures - Medium Span Concrete													
14. Structures - Structural Steel													
15. Structures - Segmental Concrete													
16. Structures - Movable Span													
17. Structures - Retaining Walls													
18. Structures - Miscellaneous													
19. Signing & Marking Analysis													
20. Signing & Marking Plans													
21. Signalization Analysis													
22. Signalization Plans													
23. Lighting Analysis													
24. Lighting Plans													
25. Landscape Architecture Analysis													
26. Landscape Architecture Plans													
27. Survey													
28. Photogrammetry													
29. Mapping													
30. Geotechnical													
31. Architecture Development													
Total Staff Hours	200	10	40	144	6						200	\$5,598.00	\$27.99

Check = \$5,598.00

NEGOTIATED FEE
 ADJUSTED FEE (INCLUDING 2.9 MULTIPLIER)
SUBTOTAL:

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
- Provide backup for the expense calculation in a format acceptable to the Department.

4-man crew days @ \$ / day

Survey (Field - if by Prime)
 Subconsultant: **Geosol, Inc. - Geotechnical**
 Subconsultant:
 Subconsultant:

SUBTOTAL ESTIMATED FEE:
 Additional Services (Allowance) (Limited Amount)
GRAND TOTAL ESTIMATED FEE:

\$1,816.00
 \$18,050.20
 \$18,050.20

Project Activity 4: Roadway and Signing Pavement Markings Analysis

Estimator: Eithel M. Sierra, P.E.

North Bay Island - Roadway Improvements Project
N/A

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
4.1	Typical Section Package	LS				
4.2	Pavement Design Package	LS				
4.3	Access Management	LS				
4.4	Horizontal /Vertical Master Design Files	LS	1	96	96	Includes effort to design milling and resurfacing, pavement restoration, curb ramps (as needed), signing and pavement markings, utility adjustments. (Obtain Aerials and obtain R/W from Miami-Dade Property Appraisal's Office) = 2 people x 8 hrs x 4 days (Roadway) + 1 person x 8 hrs x 4 days (Signing & pavement markings) =
4.5	Cross Section Design Files	LS				
4.6	Traffic Control Analysis	LS				
4.7	Master TCP Design Files	LS				
4.8	Design Variations and Exceptions	LS				
4.9	Design Report	LS				
4.10	Quantities	LS	1	8	8	Include effort to determine quantities for placement in the various Summary of Quantities Sheets (2 sheets x 4 hrs).
4.11	Cost Estimate	LS	1	2	2	1 hrs x 2 updates (includes 60% and Final Engineer Opinion's of Construction Cost)
4.12	Technical Special Provisions	LS				
4.13	Other Roadway Analysis	LS				
Roadway Analysis Technical Subtotal					106	
4.14	Field Reviews	LS	1	8	8	2 person x 4 hrs x 1 field reviews.
4.15	Technical Meetings	LS	1	6	6	Meetings with Village (2 meetings x 2hrs x 1 persons) plus 1 meeting x 2 hrs. with Miami Dade County Traffic for Signing and Pavement Markings. Total 3 meetings.
4.16	Quality Assurance/Quality Control	LS	%	5%	5	
4.17	Independent Peer Review	LS	%			
4.18	Supervision	LS	%	5%	5	
Roadway Analysis Nontechnical Subtotal					24	
4.19	Coordination	LS	%	2%	3	
4. Roadway Analysis Total					133	

Project Activity 5: Roadway and Signing Pavement Markings Plans

Estimator: Eithel M. Sierra, P.E.

North Bay Island - Roadway Improvements Project
N/A

Task No.	Task	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	
5.1	Key Sheet		Sheet	1	2	1	2	
5.2	Summary of Pay Items-including Quantity Input		Sheet					Included in 5.7
5.3	Drainage Map		Sheet					
5.4	Interchange Drainage Map		Sheet					
5.5	Typical Section Sheets		Sheet	1	6	1	6	
5.6	General Notes/Pay Item notes		Sheet	1	4	1	4	(Includes Roadway, signing and pavement markings, and MOT Phasing notes)
5.7	Summary of Quantities		Sheet	1	6	1	6	
5.8	Box Culvert Data Sheet		Sheet					
5.9	Bridge Hydraulics Recommendation Sheets		Sheet					
5.10	Summary of Drainage Structures		Sheet					
5.11	Optional Pipe/ Culvert Material		Sheet					
5.12	Project Layout		Sheet					
5.13	Plan/Profile Sheet		Sheet					
5.14	Profile Sheet		Sheet					
5.15	Plan Sheet	20	Sheet	10	2.5	10	25	(includes sign and pavement markings labels) (double pan)
5.16	Special Profile		Sheet					
5.17	Back of Sidewalk Profile Sheet		Sheet					
5.18	Interchange Layout Sheet		Sheet					
5.19	Ramp Terminal Details (Plan View)		Sheet					
5.20	Intersection Layout Details		Sheet					
5.21	Miscellaneous Detail Sheets		Sheet					
5.22	Drainage Structure Sheet (per Structure)		EA					

Project Activity 5: Roadway and Signing Pavement Markings Plans

Task No.	Task	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	
5.23	Miscellaneous Drainage Detail Sheets		Sheet					
5.24	Lateral Ditch Plan/Profile		Sheet					
5.25	Lateral Ditch Cross sections		EA					
5.26	Retention/Detention Ponds Detail Sheet		Sheet					
5.27	Retention Pond Cross Sections		EA					
5.28	Cross-section Pattern Sheet		Sheet					
5.29	Roadway Soil Survey Sheet		Sheet					
5.30	Cross Sections	20/10	EA					
5.31	Traffic Control Plan Sheets	40	Sheet					
5.32	Traffic Control Cross Section Sheets		EA					
5.33	Traffic Control Detail Sheets		Sheet					
5.34	Utility Adjustment Sheets		Sheet					Included in Roadway Plan Sheets
5.35	Selective Clearing and Grubbing		Sheet					
5.36	Erosion Control Plan		Sheet					
5.37	SWPPP		Sheet					
5.38	Project Control Network Sheet		Sheet					
5.39	Interim Standards		LS					
5.40	Utility Verification Sheet (SUE data)		Sheet					
Roadway Plans Technical Subtotal								
5.41	Quality Assurance/Quality Control		LS	%	5%		2	
5.42	Supervision		LS	%	5%		2	
5. Roadway Plans Total							14	47

Project Activity 7: Utilities

Estimator: Eithel M. Sierra, P.E.

North Bay Island - Roadway Improvements Project
N/A

Task No.	TASK						
7.1	Kickoff Meeting	LS					None is necessary
7.2	Identify Existing Utility Agency Owners (UAOs)	LS	1	2	2		Call sunshine, identify additional utility owners.
7.3	Make Utility Contacts	LS	2	2	4		Send Initial and 100% plans to Utility owners (assumed only 6 utilities)
7.4	Exception Coordination	LS					
7.5	Preliminary Utility Meeting	LS					
7.6	Individual/Field Meetings	LS					
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	6	6		
7.8	Subordination of Easements Coordination	LS					
7.9	Utility Design Meeting	LS					
7.10	Review Utility Markups, Work Schedules, Processing of Schedules and Agreements	LS	1	5	5		Includes checking all utility information and coordinate Utility work schedules
7.11	Utility Coordination / Followup	LS					
7.12	Utility Constructability Review	LS					
7.13	Additional Utility Services	LS					
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS					
7.15	Contract Plans to UAO(s)	LS					
7.16	Certification/Close-out	LS	1	3	3		
7. Utilities Total						20	

GEOSOL, INC.
FEE PROPOSAL FOR GEOTECHNICAL SERVICES
 North Bay Island Pavement Coring
 Island South of Harbor Island
 City of Miami Beach , Florida

GEOSOL PROPOSAL No. P-219150

Date Prepared: August 15, 2019

Prepared for: A&P Consulting Transportation Engineers - Attn: Mr. Alejandro A. Leon, P.E.

<u>DESCRIPTION</u>	UNITS	# OF UNITS	UNIT RATE (\$)	TOTAL \$
1. FIELD INVESTIGATION				
Mobilization of Truck Mounted Drill Rig	day	1	\$349.00	\$349.00
Asphalt Pavement Cores - 2 locations (one on 79th Street and one on Coquina Drive)	each	2	\$125.00	\$250.00
Standard Penetration Test Borings - 2 locations to 2 ft in depth for base & subbase	feet	4	\$20.00	\$80.00
Grout Seal Boreholes	feet	4	\$8.00	\$32.00
MOT (cones, Flags, Arrow Boards, Barricades, etc)	day	1	\$250.00	\$250.00
Senior Technician (Boring Layout, Utility Clearance, Field Meetings, etc.)	hour	2	\$90.00	\$180.00
SUB-TOTAL (FIELD EXPLORATION PROGRAM)				\$1,141.00
2. ENGINEERING AND TECHNICAL SERVICES				
Senior Project Engineer	hour	1	\$185.00	\$185.00
Project Engineer	hour	2	\$150.00	\$300.00
Engineer Intern	hour	2	\$95.00	\$190.00
SUB-TOTAL (ENGINEERING SERVICES)				\$675.00
TOTAL GEOTECHNICAL FEES FOR PROJECT				\$1,816.00



CONSULTANT WORK ORDER PROPOSAL

August 20, 2019

Dear Mr. Olivo:

A&P Consulting Transportation Engineers, Corp. proposes to provide the services identified below for the project entitled "**Treasure Island – Roadway Improvements**", **Civil Engineering Services**.

I. GENERAL

The Consultant is to provide all project management, investigation, analysis, permitting, utility coordination, and civil engineering services necessary for roadway and signing & pavement markings improvements along the following street on Treasure Island:

- **Pirates Alley (1140 LF)**
- **N Treasure Drive (1700 LF)**
- **Galleon Street (850 LF)**
- **S Treasure Drive (EW) (2935 LF)**
- **S Treasure Drive (NS) (950 LF)**
- **Adventure Avenue (1450 LF)**
- **Bounty Avenue (960 LF)**
- **Buccaneer Avenue (960 LF)**
- **Cutlass Avenue (960 LF)**
- **Hispanola Avenue (1450 LF)**
- **Mutiny Avenue (960 LF)**
- **Jewel Avenue (380 LF)**
- **E Treasure Drive (1290 LF)**

Project includes but not limited to roadway milling and resurfacing, ADA ramps where applicable, signing & pavement markings, utility coordination, and permits. All maps, plans and designs are to be prepared with English values in accordance with the FDOT Design Manual. The Consultant is to provide original and requested hardcopies of all construction documents at final submittal; and submit a CD containing all CADD project files to the Village at the conclusion of the project.

II. SCOPE OF WORK

Roadway and Signing & Pavement Markings Analysis

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Pavement Design Package

The Consultant shall provide in the plans a pavement design using Milling & Resurfacing and pavement restoration recommendations from the Geotechnical Report.



Horizontal / Vertical Master Design Files

Design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, preliminary documents provided by the City and scope of work.

Traffic Control Analysis

Design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations.

Quantities

Prepare the various summary of quantity sheets. This includes all efforts required to develop supporting documentation.

Cost Estimate

Provide Engineer's Opinion of Probable Construction Cost Estimate at two stages (60%) and (100%) submittals when complete.

Field Reviews

Includes all trips required to obtain necessary data for all elements of the project.

Technical Meetings

Meet with the relevant agencies having jurisdiction (e.g. North Bay Village and Miami Dade County Traffic Engineering), to investigate options for roadways configuration, right-of-way information especially with non-dedicated public right-of-way, and overall traffic control.

Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

Supervision

Includes all efforts required to supervise all roadway technical design activities.

Coordination

Includes all efforts for the coordination with all disciplines of the project to produce a final set of construction documents.

Roadway and and Signing & Pavement Markings Plans

Prepare Roadway (showing Signing and Pavement Markings) & Traffic Control plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction. Consultant shall use the following sheets, where applicable.



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

Cover Sheet
Typical Section Sheets
General Notes
Project Layout Sheets
Plan Sheets (Only)
Traffic Control General Notes & Phasing
Quality Assurance / Quality Control

Utilities

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the Village's construction project and/or aesthetic improvements. The CONSULTANT shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

Make Utility Contacts

Send plans and letters to each utility company, requesting their proposed system betterments and markups the plans.

Collect and Review Plans and Data from UAO(s)

Analyze and include relevant data in construction documents as necessary.

Review Utility Markups and Work Schedules and Processing of Schedules and Agreements

Review utility marked up plans individually as they are received for content and coordinate review with the designer. Provide utility coordination matrix (spreadsheet).

Certification / Close-out

This includes hours for transmitting utility files to the UAO(s) and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate Village's representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR An on-site inspection was made, and no utility work will be involved.

OR Plans were sent to the Utility Companies/Agencies and no utility work is required.

III. SUBCONSULTANTS

The below listed Sub-Consultants will assist in the performance of the Work.

Sub-Consultant Name	Specialty or Expertise
Geosol, Inc.	Geotechnical



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

IV. SCHEDULE OF WORK – TIME OF PERFORMANCE

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below

SCHEDULE OF DELIVERABLES				
Task or Activity ID #	Task Name and/or Activity Description	Duration (weeks)	Projected Start Date	Projected Finish Date*
1	Preliminary Investigations, Field Reviews, Technical Meetings	1	NTP	NTP + 1 weeks
2	Geotechnical Services	3	NTP + 1 weeks	NTP + 4 weeks
3	60% Roadway, Signing and Pavement Markings, Agency Coordination, and Technical Meetings	5	NTP + 1 weeks	NTP + 6 weeks
4	100% Roadway and Signing & Pavements Markings Plans	3	NTP + 6 weeks	NTP + 9 weeks

An updated schedule, indicating actual delivery dates, based on the listed durations, will be provided to the Village upon receipt of NTP.

V. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total **Lump Sum** fee of **twenty thousand three hundred seventy two dollars and ninety cents (\$28,372.90)**.

SUMMARY OF COMPENSATION			
Task or Activity ID #	Major Task Name and/or Activity Description	Fee Amount	Fee Basis
1, 3-4	Professional Engineering Services:		
	Construction Documents (60% Submittal)	\$ 15,603.54	Lump Sum
	Construction Documents (100% Submittal)	\$ 10,402.36	Lump Sum
	Subtotal Professional Fees	\$ 26,005.90	Lump Sum
2	Geotechnical Services	\$ 2,367.00	Lump Sum, (One time submittal upon delivery)
	Total	\$ 28,372.90	

*Note: Compensation should match the Task, Activities, and/or Deliverables identified.



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

VI. PROJECT MANAGER

CONSULTANT'S Project Manager for this Work Order assignment will be **Eithel M. Sierra, P.E.**

Submitted by:



Eithel M. Sierra, P.E.
A&P Consulting Transportation Engineers, Corp.

Reviewed and approval in concept
Recommended by:

Jose Olivo, P.E., Public Works Director
North Bay Village, Florida



A&P Consulting Transportation Engineers

8935 NW 35th Lane, Suite 200
Miami, Florida 33172
Phone: (305) 592-7283
Fax: (305) 593-1594

EXHIBIT A FEE PROPOSAL PRIME CONSULTANT

Project Information Sheet

Financial Project Identification Number:		N/A		Federal Aid Project Identification Number: N/A	
Treasure Island - Roadway Improvements Project					
Project Description:					
Begin Milepost:	N/A	End Milepost:	N/A	Project Length:	Miles
Number of Lanes:	2	Typical Section:	Urban	Lane Configuration:	(Urban / Rural / Int.)
Project Type:	Minor (Minor / Major)	Access Management Classification:		Roadway Classification:	Off Sys. (NHS/FHHS/Off Sys.):
CAP Level:		TCP Level:	1	Survey Level:	1
Variances:	Exceptions:				
	1.				
	2.				
	3.				3.
	4.				4.
	5.				5.
	_____ months				
Proposed Design Contract Time:					
Project Preliminary Design Specifics:					
Roadway	<====Roadway Plan Type (Plan/Profile, Plan Only, etc.)				
Drainage	<====Number of Drainage Structures				
Utility coordination	<====Number of Effected Utilities				
Structures - Bridges	<==== Bridge Structures? (Y/N, number)				
Structures - Retaining Walls	<==== Retaining Walls? (Y/N, number)				
Structures - Misc. Structures	<==== Miscellaneous Structures? (Y/N, number)				
Permits	<====Permits Required (WMD, ACOE, Local Permits, etc.)				
Signing and PM	<====Signing & Pavement Marking Plans Required? (Y / N)				
Signalization Intersections	<====Number of Intersections Requiring Signals:				
Non-Signalized Int.	<====Number of Non-Signalized Intersections				
Traffic Control	<====Number of phases requiring detailed phase drawings				
Landscaping	<====Landscaping Plans Required? (Y / N)				
Right of Way	<====Right Of Way Plans Required? (Y / N)				
Lighting	<====Lighting Plans Required? (Y / N)				
Architecture	<====Architectural Plans Required? (Y / N)				
Geotech	<====Geotechnical Consultant Services Required? (Y / N)				
Survey	<====Survey Consultant Services Required? (Y / N)				
JPAS	<====JPAs Prepared by Consultant? (Y / N, if so how many?)				
Mitigation Plan	<====Mitigation Plans Required? (Y / N)				
Specifications Package	<====Specifications Package to be Prepared by Consultant? (Y / N)				

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number:

N/A

Project Name: Treasure Island - Roadway Improvements Project

FAP Number:

N/A

Date: 8/20/2019

Name of Consultant: A&P Consultant Transportation Eng's

WORK ACTIVITY	Hours from "Summary sheet" Firm	EMPLOYEE CLASSIFICATION										TOTAL STAFF HOURS RANGE		ON CADD PERCENT
		Senior Project Manager	Project Engineer	CADD Technician	Clerical	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
	Total Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	PERCENT
3. Project General Tasks														
4. Roadway Analysis	210	11	42	151	6							210		
5. Roadway Plans	80	4	17	58	1							80		
6. Drainage Analysis														
7. Utilities	29	1	6	21	1							29		
8. Environmental Permits														
9. Structures - Misc. Tasks, Dwgs, Non-Tech.														
10. Structures - BDR														
11. Structures - Temporary Bridge														
12. Structures - Short Span Concrete														
13. Structures - Medium Span Concrete														
14. Structures - Structural Steel														
15. Structures - Segmental Concrete														
16. Structures - Movable Span														
17. Structures - Retaining Walls														
18. Structures - Miscellaneous														
19. Signing & Marking Analysis														
20. Signing & Marking Plans														
21. Signalization Analysis														
22. Signalization Plans														
23. Lighting Analysis														
24. Lighting Plans														
25. Landscape Architecture Analysis														
26. Landscape Architecture Plans														
27. Survey (Field & Office Support)														
28. Photogrammetry														
29. Mapping														
30. Geotechnical														
31. Architecture Development														
TOTALS	319	16	65	230	8							319	FIRM TOTAL	319

Notes:
 1. Worksheet provides the distribution of a firm's total staff hours for a project.
 2. Percentages for staff hour distribution by classification are entered below in rows 56 to 84 of this sheet.
 3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
 4. Formulas under "Total Staff Hours Range" (columns P & Q) may be adjusted to provide desired range.

Field Survey Estimate:
 _____ 4-man crew days

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL

Financial Project Number: N/A Project Name: Treasure Island - Roadway Improvement

FAP Number: N/A Date: 8/20/2019 Name of Consultant: A&P Consultant Transportation Engs

Staff Hour Distribution Percentages - Firm Total											
	Hours from "Summary" sheet Firm Total	Senior Project Manager	Project Engineer	CADD Technician	Clerical						Total
3. Project General Tasks											
4. Roadway Analysis	210	5.0%	20.0%	72.0%	3.0%						100.00%
5. Roadway Plans	80	5.0%	20.0%	72.0%	3.0%						100.00%
6. Drainage Analysis											
7. Utilities	29	5.0%	20.0%	72.0%	3.0%						100.00%
8. Environmental Permits											
9. Structure Summary											
10. Structures - BDR											
11. Structures - Temporary Bridge											
12. Structures - Short Span Concrete											
13. Structures - Medium Span Concrete											
14. Structures - Structural Steel											
15. Structures - Segmental Concrete											
16. Structures - Movable Span											
17. Structures - Retaining Walls											
18. Structures - Miscellaneous											
19. Signing & Marking Analysis											
20. Signing & Marking Plans											
21. Signalization Analysis											
22. Signalization Plans											
23. Lighting Analysis											
24. Lighting Plans											
25. Landscape Architecture Analysis											
26. Landscape Architecture Plans											
27. Survey (Field & Office Support)											
28. Photogrammetry											
29. Mapping											
30. Geotechnical											
31. Architecture Development											

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: **Treasure Island - Roadway Improvements Project**
 County: **Miami-Dade**
 FPN: **N/A**
 FAP No.: **N/A**

Consult Name: **A&P Consultant Transportation Engs**
 Contract No. **8/20/2019**
 Date: **Eithel M. Sierra, P.E.**
 Estimator:

Staff Classification	Total Staff Hours From "SH Summary Firm"	Senior Project Manager	Project Engineer	CADD Technician	Clerical						SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General Tasks	210	11	42	151	6						210	\$5,900	\$28.09
4. Roadway Analysis	80	4	17	58	1						80	\$2,270	\$28.38
5. Roadway Plans													
6. Drainage Analysis													
7. Utilities	29	1	6	21	1						29	\$798	\$27.51
8. Environmental Permits													
9. Structure Summary													
10. Structures - BDR													
11. Structures - Temporary Bridge													
12. Structures - Short Span Concrete													
13. Structures - Medium Span Concrete													
14. Structures - Structural Steel													
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24. Lighting Plans													
25. Landscape Architecture Analysis													
26. Landscape Architecture Plans													
27. Survey													
28. Photogrammetry													
29. Mapping													
30. Geotechnical													
31. Architecture Development													
Total Staff Hours	319	16	65	230	8						319	\$8,967.55	\$28.11

Survey Field Days by Subconsultant
 4 - Person Crew:

NEGOTIATED FEE
 ADJUSTED FEE (INCLUDING 2.9 MULTIPLIER)
SUBTOTAL:

Check = \$8,967.55
 \$8,967.55
 \$17,038.35
\$26,005.90

- Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
 3. Provide backup for the expense calculation in a format acceptable to the Department.

4-man crew days @ \$ - / day

Survey (Field - if by Prime)
 Subconsultant: **Geosol, Inc. - Geotechnical**
 Subconsultant:
 Subconsultant:

SUBTOTAL ESTIMATED FEE:
 Additional Services (Allowance) (Limited Amount)
GRAND TOTAL ESTIMATED FEE:

\$2,367.00
 \$28,372.90
 \$28,372.90

Project Activity 4: Roadway and Signing Pavement Markings Analysis

Estimator: Eithel M. Sierra, P.E.

Treasure Island - Roadway Improvements Project
N/A

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
4.1	Typical Section Package	LS				
4.2	Pavement Design Package	LS				
4.3	Access Management	LS				
4.4	Horizontal /Vertical Master Design Files	LS	1	152	152	Includes effort to design milling and resurfacing, pavement restoration, curb ramps (as needed), signing and pavement markings, utility adjustments. (Obtain Aerials and obtain R/W from Miami-Dade Property Appraisal's Office) = 2 people x 8 hrs x 7 days (Roadway) + 1 person x 8 hrs x 5 days (Signing & pavement markings)
4.5	Cross Section Design Files	LS				
4.6	Traffic Control Analysis	LS				
4.7	Master TCP Design Files	LS				
4.8	Design Variations and Exceptions	LS				
4.9	Design Report	LS				
4.10	Quantities	LS	1	15	15	Include effort to determine quantities for placement in the various Summary of Quantities Sheets (4 sheets x 4 hrs).
4.11	Cost Estimate	LS	1	2	2	1 hrs x 2 updates (includes 60% and Final Engineer Opinion's of Construction Cost)
4.12	Technical Special Provisions	LS				
4.13	Other Roadway Analysis	LS				
Roadway Analysis Technical Subtotal					169	
4.14	Field Reviews	LS	1	16	16	2 person x 8 hrs x 1 field reviews.
4.15	Technical Meetings	LS	1	6	6	Meetings with Village (2 meetings x 2hrs x 1 persons) plus 1 meeting x 2 hrs. with Miami Dade County Traffic for Signing and Pavement Markings. Total 3 meetings.
4.16	Quality Assurance/Quality Control	LS	%	5%	8	
4.17	Independent Peer Review	LS	%			
4.18	Supervision	LS	%	5%	8	
Roadway Analysis Nontechnical Subtotal					38	
4.19	Coordination	LS	%	2%	3	
4. Roadway Analysis Total					210	

Project Activity 5: Roadway and Signing Pavement Markings Plans

Estimator: Eithel M. Sierra, P.E.

Treasure Island - Roadway Improvements Project
N/A

Task No.	Task	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	
5.1	Key Sheet		Sheet	1	2	1	2	
5.2	Summary of Pay Items-including Quantity Input		Sheet					Included in 5.7
5.3	Drainage Map		Sheet					
5.4	Interchange Drainage Map		Sheet					
5.5	Typical Section Sheets		Sheet	1	8	1	8	
5.6	General Notes/Pay Item notes		Sheet	1	4	1	4	(Includes Roadway, signing and pavement markings, and MOT Phasing notes)
5.7	Summary of Quantities		Sheet	1	8	1	8	
5.8	Box Culvert Data Sheet		Sheet					
5.9	Bridge Hydraulics Recommendation Sheets		Sheet					
5.10	Summary of Drainage Structures		Sheet					
5.11	Optional Pipe/ Culvert Material		Sheet					
5.12	Project Layout		Sheet					
5.13	Plan/Profile Sheet		Sheet					
5.14	Profile Sheet		Sheet					
5.15	Plan Sheet	20	Sheet	20	2.5	20	50	(includes sign and pavement markings labels) (double pan)
5.16	Special Profile		Sheet					
5.17	Back of Sidewalk Profile Sheet		Sheet					
5.18	Interchange Layout Sheet		Sheet					
5.19	Ramp Terminal Details (Plan View)		Sheet					
5.20	Intersection Layout Details		Sheet					
5.21	Miscellaneous Detail Sheets		Sheet					
5.22	Drainage Structure Sheet (per Structure)		EA					

Project Activity 5: Roadway and Signing Pavement Markings Plans

Task No.	Task	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	
5.23	Miscellaneous Drainage Detail Sheets		Sheet					
5.24	Lateral Ditch Plan/Profile		Sheet					
5.25	Lateral Ditch Cross sections		EA					
5.26	Retention/Detention Ponds Detail Sheet		Sheet					
5.27	Retention Pond Cross Sections		EA					
5.28	Cross-section Pattern Sheet		Sheet					
5.29	Roadway Soil Survey Sheet		Sheet					
5.30	Cross Sections	20/10	EA					
5.31	Traffic Control Plan Sheets	40	Sheet					
5.32	Traffic Control Cross Section Sheets		EA					
5.33	Traffic Control Detail Sheets		Sheet					
5.34	Utility Adjustment Sheets		Sheet					Included in Roadway Plan Sheets
5.35	Selective Clearing and Grubbing		Sheet					
5.36	Erosion Control Plan		Sheet					
5.37	SWPPP		Sheet					
5.38	Project Control Network Sheet		Sheet					
5.39	Interim Standards		LS					
5.40	Utility Verification Sheet (SUE data)		Sheet					
Roadway Plans Technical Subtotal								
5.41	Quality Assurance/Quality Control		LS	%	5%		4	
5.42	Supervision		LS	%	5%		4	
5. Roadway Plans Total						24	80	

Project Activity 7: Utilities

Estimator: Eithel M. Sierra, P.E.

Treasure Island - Roadway Improvements Project
N/A

Task No.	TASK						
7.1	Kickoff Meeting	LS					None is necessary
7.2	Identify Existing Utility Agency Owners (UAOs)	LS	1	2	2		Call sunshine, identify additional utility owners.
7.3	Make Utility Contacts	LS	2	2	4		Send Initial and 100% plans to Utility owners (assumed only 6 utilities)
7.4	Exception Coordination	LS					
7.5	Preliminary Utility Meeting	LS					
7.6	Individual/Field Meetings	LS					
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	12	12		
7.8	Subordination of Easements Coordination	LS					
7.9	Utility Design Meeting	LS					
7.10	Review Utility Markups, Work Schedules, Processing of Schedules and Agreements	LS	1	8	8		Includes checking all utility information and coordinate Utility work schedules
7.11	Utility Coordination / Followup	LS					
7.12	Utility Constructability Review	LS					
7.13	Additional Utility Services	LS					
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS					
7.15	Contract Plans to UAO(s)	LS					
7.16	Certification/Close-out	LS	1	3	3		
7. Utilities Total						29	

GEOSOL, INC.
FEE PROPOSAL FOR GEOTECHNICAL SERVICES
Treasure Island Pavement Coring
City of Miami Beach , Florida

GEOSOL PROPOSAL No. P-219151

Date Prepared: August 15, 2019

Prepared for: A&P Consulting Transportation Engineers - Attn: Mr. Alejandro A. Leon, P.E.

<u>DESCRIPTION</u>	UNITS	# OF UNITS	UNIT RATE (\$)	TOTAL \$
=====				
<u>1. FIELD INVESTIGATION</u>				
Mobilization of Truck Mounted Drill Rig	day	1	\$349.00	\$349.00
Asphalt Pavement Cores - 3 locations (one PC on Hispanola Wave, One on Buccaneer Avenue, and one on East Treasure Drive)	each	3	\$125.00	\$375.00
Standard Penetration Test Borings - 3 locations to 2 ft in depth for base & subbase	feet	6	\$20.00	\$120.00
Grout Seal Boreholes	feet	6	\$8.00	\$48.00
MOT (cones, Flags, Arrow Boards, Barricades, etc)	day	1	\$250.00	\$250.00
Senior Technician (Boring Layout, Utility Clearance, Field Meetings, etc.)	hour	3	\$90.00	\$270.00
SUB-TOTAL (FIELD EXPLORATION PROGRAM)				\$1,412.00
<u>2. ENGINEERING AND TECHNICAL SERVICES</u>				
Senior Project Engineer	hour	2	\$185.00	\$370.00
Project Engineer	hour	2	\$150.00	\$300.00
Engineer Intern	hour	3	\$95.00	\$285.00
SUB-TOTAL (ENGINEERING SERVICES)				\$955.00
TOTAL GEOTECHNICAL FEES FOR PROJECT				\$2,367.00

**CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM**

TO: Emilio T. González, Ph.D.
City Manager

DATE: September 11, 2018 **FILE:**

FROM: Annie Perez, CPPO, Director
Department of Procurement



SUBJECT: Report of Evaluation Committee for
RFQ No. 17-18-026, Civil Engineering Services for
West Grove Roadway Improvements, Project No.
B-183610 for the Office of Capital Improvements

ENCLOSURES: Response Security List,
Evaluation Committee Score Sheets, and
Evaluation Committee Appointment Memo

Background

On April 20, 2018, the Department of Procurement ("Procurement") issued Request for Qualifications ("RFQ") No. 17-18-026 for the provision of Civil Engineering Services for West Grove Roadway Improvements, Project No. B-183610 ("Project") for the Office of Capital Improvements ("OCI"). On May 22, 2018, ten (10) proposals were received in response to this solicitation. Subsequently, the proposals were reviewed by Procurement staff, and deemed responsive and responsible in accordance with the minimum requirements and submission requirements of the RFQ.

Summary of Evaluation

On July 27, 2018, the Evaluation Committee ("Committee") met and completed the evaluation of the ten (10) responsive and responsible proposals, following the guidelines stipulated in the solicitation. The proposals were evaluated pursuant to the five (5) evaluation criteria listed below:

Evaluation Criteria

Maximum Points
(Per Committee Member)

1. Proposer's Experience and Qualifications	35
2. Proposer's Team Experience	35
3. Experience of Project Manager	10
4. Design Philosophy and Process	10
5. Technical Approach	10

Proposers who agreed to meet the Small Business Enterprise ("SBE") participation requirement by assigning certified SBE Firms with a "Local Office", as defined in City Procurement Code, Section 18-73, were granted five (5) Bonus Points, in accordance with the RFQ and City Procurement Code, Section 18-87, as amended. Seven (7) Proposers did agree to meet the SBE participation requirement using the "Local Office" criteria, and were granted the five (5) Bonus Points.

The final scores are as follows:

Proposing Firms

Awarded Points
(Maximum 505 Points)

1. A & P Consulting Transportation Engineers Corp.	466
2. A.D.A. Engineering, Inc.	453
3. Kimley-Horn and Associates, Inc.	450
4. The Corradino Group, Inc.	443

Proposing Firms (Cont'd)	Awarded Points (Maximum 505 Points)
5. Stantec Consulting Services, Inc.	439
6. SRS Engineering, Inc.	438
7. Chen Moore and Associates, Inc.	421
8. R.J. Behar & Company, Inc.	419
9. Wantman Group, Inc.	378
10. Marlin Engineering, Inc.	374

The Committee decided not to hold oral presentations, as the proposals did not require further clarification. The composite and individual Committee member score sheets are attached as supporting documentation.

Consensus Statement

The highest ranked firm, A & P Consulting Transportation Engineers Corp. ("APCTE"), received a total of 466 points out of a maximum total of 505 points. The Committee determined that APCTE has assembled a team of design and engineering professionals distinctly qualified to provide comprehensive Civil Engineering Services for the West Group Roadway Improvements Project.

The Committee discussed the experience and structure of APCTE's proposed multi-disciplined team. APCTE proposed a substantial resume of in-house design engineering professionals, in addition to proposing a team of Sub-consultants to support geotechnical, surveying, and landscape architectural needs. The Project Manager identified is qualified to perform the required services. As a consultant on previous miscellaneous engineering services contracts, APCTE has successfully completed several City of Miami projects for Civil Engineering and Construction Engineering and Inspection services, including several roadway reconfiguration projects.

On September 4, 2018, Procurement and OCI decided to hold a publicly noticed meeting to discuss APCTE's responsibility status, considering that the firm has been awarded multiple contracts with the City in the last few months. The meeting consisted of personnel from OCI to include Assistant Director Hector Badia, Procurement staff, and APCTE personnel to include Principal Owner Antonio Acosta and the designated Project Manager Eithel Sierra. The meeting covered topics such as APCTE personnel, financial responsibility, capacity, and technical capabilities and qualifications.

After deliberation, the Committee members unanimously agreed that APCTE presented a proposal comprehensively suited to meet the critical needs of the City through this Project, while maintaining a level of responsibility on all concurrent projects under contract with the City.

Recommendation

The Committee hereby requests authorization for Procurement, in collaboration with OCI, to commence negotiations with APCTE, the highest ranked firm, for the provision of Civil Engineering Services for West Grove Roadway Improvements, Project No. B-183610. Should negotiations with APCTE fail, the Committee hereby requests permission to commence negotiations with the second, third, fourth and fifth ranked firms, respectively, until a Professional Services Agreement is successfully negotiated and subsequently awarded.

Approved: 
Emilio T. González, Ph.D., City Manager

Date: 9/21/18

c: Joseph F. Napoli, Deputy City Manager
Nzeribe Ihekwaba, Ph.D., P.E., Assistant City Manager
Sandra Bridgeman, Assistant City Manager/Chief Financial Officer
Rafael Suarez-Rivas, Chief Assistant City Attorney
Steven C. Williamson, Director, OCI
Hector Badia, Assistant Director, OCI
Fernando V. Ponassi, MA Arch., MA PPA, LEED®AP, Assistant Director, Procurement



**CITY OF MIAMI
OFFICE OF CAPITAL IMPROVEMENTS
PROFESSIONAL SERVICES AGREEMENT**

Service Category Civil Engineering Services for West Grove Roadway Improvements
Contract Type Project Specific
Consultant A&P Consulting Transportation Engineers, Corp.

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**CITY OF MIAMI
OFFICE OF CAPITAL IMPROVEMENTS
PROFESSIONAL SERVICES AGREEMENT**

Service Category	Civil Engineering Services for West Grove Roadway Improvements
Contract Type	Project Specific (RFQ No. 17-18-026)
Consultant	A&P Consulting Transportation Engineers, Corp.
Consultant Office Location	10305 NW 41 st Street, Suite 115, Doral, FL 33178
City Authorization	Section 18-87, City of Miami Code
Agreement Number	TBD

THIS PROFESSIONAL SERVICES AGREEMENT ("PSA" or "Agreement") made this ____ day of _____ in the year 2019 by and between THE CITY OF MIAMI, FLORIDA, hereinafter called the "City," and **A&P Consulting Transportation Engineers, Corp.**, hereinafter called the "Consultant."

RECITAL

A. The City issued a Request for Qualifications ("RFQ") No. 17-18-026 on April 20, 2018 for the provision of Civil Engineering Services for West Grove Roadway Improvements ("Services") and the Consultant's proposal ("Proposal"), in response thereto, was selected as one of the most qualified for the provision of said Services. The RFQ and the Proposal are sometimes referred to herein, collectively, as the Solicitation Documents ("Solicitation Documents"), and are, by this reference, expressly incorporated into and made a part of this Agreement as if set forth in full. The Solicitation Documents are deemed as being attached hereto and incorporated by reference herein as supplemental terms, providing, however, that in the event of any conflicts(s) or inconsistencies with the terms of this Agreement, this Agreement shall control and supersede any such conflicts(s).

B. WHEREAS, the City, through action of the City Manager and/or the City Commission, as applicable, has selected the Consultant in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act, hereinafter referred to as "CCNA"), and the applicable provisions of the City Procurement Ordinance, including, without limitation, City Code Section 18-87, to provide the professional services as described herein.

WITNESSETH, that the City and the Consultant, for the considerations herein set forth, agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 *Additional Services*** means any Work defined as such in a Work Order, secured in compliance with Florida Statutes and City Code.
- 1.02 *Attachments*** means the Attachments to this Agreement, which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- 1.03 *Base Fee*** means the amount of compensation mutually agreed upon for the completion of Basic Services.
- 1.04 *Basic Services*** means those services designated as such in a Work Order.
- 1.05 *City Commission*** means the legislative body of the City of Miami.
- 1.06 *City Manager*** means the duly appointed chief administrative officer of the City of Miami.
- 1.07 *City or Owner*** means the City of Miami, Florida, a Florida municipal corporation, the public agency that is a party hereto and for which services under this Agreement are to be performed. In all respects hereunder, the City's performance is pursuant to the City's position as the Owner of the Project. In the event the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to the City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Agreement. The City of Miami shall be referred to herein as "City." For the purposes of this Agreement, "City" without modification shall mean the City Manager who may delegate certain tasks the Director as defined in Section 1.12.
- 1.08 *Commission*** means the legislative body of the City of Miami. This has the same meaning as City Commission and is an abbreviation.
- 1.09 *Consultant*** means the individual, partnership, corporation, association, joint venture, limited liability company, other recognized business entity, or any combination thereof, of properly registered professional architects, or engineers, or surveyors and mappers, as applicable, which has entered into this Agreement to provide professional services to the City.
- 1.10 *Contractor*** means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the City for construction of City facilities and incidentals thereto.
- 1.11 *Department*** means or refers to the City of Miami's Office of Capital Improvements ("OCI") formerly known as Capital Improvements and Transportation Program ("CITP").
- 1.12 *Director*** means the Director of the City Department designated herein who has the authority and responsibility for managing the specific project or projects covered under this Agreement. Unless otherwise specified herein or in a Work Order, for this Agreement, the Director is the top administrator of the Office of Capital Improvements or their authorized designee.
- 1.13 *Errors*** means items in the plans, specifications, or other documents prepared by the Consultant that are shown incorrectly, which results in a change to the Services and results in the need for the Contractor to perform corrective work, rework, or additional work or which causes a delay to the completion of construction.
- 1.14 *Errors and Omissions*** means design deficiencies in the plans, specifications or other documents prepared by the Consultant, which must be corrected in order for the project to function or be built as intended.
- 1.15 *Inspector*** means an employee of the City or of a consulting firm hired by the City and assigned by the City to make observations of Work performed by a Contractor.
- 1.16 *Notice to Proceed ("NTP")*** means the same as "Authorization to Proceed." A duly authorized written letter or directive issued by the Director or Project Manager acknowledging that all conditions precedent have been met and/or directing that the Consultant may begin work on the Project.
- 1.17 *Omissions*** means items that are not shown or included in the plans, specifications, or other documents prepared by the Consultant which are necessary for the proper and/or safe operation of the Project or required to meet the Scope of Services.

- 1.18 Primary Services** means those Services considered by City to be fundamental to the successful management of the Project as stated in the RFQ, and in Attachment A of this Agreement.
- 1.19 Project Manager** means an employee or representative of the City assigned by the Director to manage and monitor Work to be performed under this Agreement or the construction of a project as a direct representative of the City.
- 1.20 Program** means the City's multi-year Capital Improvements and Transportation Programs, prepared on an annual basis that details the planned financial resources and implementation schedule and strategies for the City's capital projects over a five (5) year period.
- 1.21 Project** means the design, construction, alteration and/or repair, and all services and incidentals thereto, of a City facility as contemplated and budgeted by the City. The Project or Projects shall be further defined in the Scope of Services and/or Work Order issued pursuant to this Agreement.
- 1.22 Professional Services** means those services within the scope of the practice of architecture, professional engineering, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, or registered surveyor or mapper in connection with his or her professional employment or practice. These services may be abbreviated herein as "architectural/engineering services" or "professional services," as applicable, which are within this definition.
- 1.23 Professional Services Agreement ("Agreement" or "PSA")** means this Agreement, all attachments, and any authorized amendments thereto. In the event of a conflict between the Request for Qualifications ("RFQ") and the Consultant's response thereto, the RFQ shall control. In the event of any conflict between the Consultant's response to the RFQ and this PSA, this PSA shall control. In the event of any conflict between this PSA and its attachments, this PSA shall control.
- 1.24 Resolution** means the document constituting the official approval of the City Commission as required for the City Manager to execute this Agreement, or increase the Project Budget, among other matters.
- 1.25 Risk Management Administrator** means the City's Risk Management Director, or their designee, or the individual named by the City Manager to administer matters relating to insurance and risk of loss for the City.
- 1.26 Scope of Services or Services** means a comprehensive description of the activities, tasks, design features, objectives, deliverables, and milestones required for the completion of a Project or an assignment with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.
- 1.27 Small Business Enterprise ("SBE")** formerly referred to as Community Business Enterprise ("CBE"), means a firm that has been certified by Miami-Dade County, who will provide architectural, landscape architectural, engineering, or surveying and mapping professional services to the Consultant as required pursuant to City Code Section 18-87.
- 1.28 Subconsultant** means a person or organization of properly registered professional architects, engineers, registered surveyor, or mapper, and/or other professional specialties, who has entered into a written agreement with the Consultant to furnish specified professional services for a Project or task.
- 1.29 Wage Rates** means the effective direct expense to the Consultant and/or the Subconsultant, on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.
- 1.30 Work** means all services, materials and equipment provided by/or under this Agreement with the Consultant.
- 1.31 Work Order** means a document internal to the City, which authorizes the performance of specific professional services for a defined Project or Projects.
- 1.32 Work Order Proposal** means a document prepared by the Consultant, at the request of the City for Services to be provided by the Consultant on a specific phase of a Project.

ARTICLE 2 GENERAL CONDITIONS

2.01 TERM

The term of this Agreement shall take effect upon the date written above upon its execution by the authorized officers and shall be effective until final completion of construction of the Project and Final Payment is made to the Consultant.

2.02 SCOPE OF SERVICES

The Consultant agrees to provide the Services as specifically described and under the special terms and conditions set forth in **Attachment A, Scope of Work**, attached hereto (to be determined), which is incorporated into and made a part of this Agreement.

2.03 SMALL BUSINESS ENTERPRISE ("SBE") PARTICIPATION REQUIREMENTS

Prospective Firms must (shall) adhere to the following requirements:

- 1) Assign a minimum of fifteen percent (15%) of the contract value to firms currently certified by Miami-Dade County as a Small Business Enterprise ("SBE"), formerly referred to as Community Business Enterprise ("CBE"), in good standing;
- 2) Place a specific emphasis on utilizing local small businesses from within the City's municipal boundaries.

For information on the SBE requirements, visit the Miami-Dade County, Internal Services Department website at <http://www.miamidade.gov/smallbusiness/certification-programs.asp>. Failure to adhere to these requirements will cause the firm to be disqualified as nonresponsive or at a subsequent time cause the Agreement to be canceled.

2.04 COMPENSATION

2.04-1 Compensation Limits

The amount of compensation payable by the City to the Consultant shall generally be a lump sum not to exceed fee, based on the rates and schedules established in **Attachment B, Compensation and Payments**, hereto, which is incorporated into this Agreement; provided, however, that in no event shall the amount of compensation payable to the Consultant by the City, exceed **\$272,786.12**, as detailed in **Exhibit A, Consultant Work Order Proposal**, attached hereto, unless explicitly approved by action of the City Commission or City Manager, as applicable, and put into effect by written amendment to this Agreement. Said fee is comprised of a fee for Basic Services of **\$207,901.06** plus **\$64,885.06** for Additional Services. The City may, in its sole and absolute discretion, use other compensation methodologies. The City shall not have any liability, nor will the Consultant have any recourse against the City for any compensation, payment, reimbursable expenditures, costs, fees, or charges beyond the compensation limits of this Agreement, as it may be amended from time to time. The Work may never exceed the limitations provided in Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act, for continuing contracts and other limitations on compensation, as applicable.

2.04-2 Payments

Unless otherwise specifically provided in **Attachment B, Compensation and Payments**, payment shall be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of the Consultant's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to constitute a "Proper Invoice" as defined by Section 218.72 (8), Florida Statutes, and to allow a proper audit of expenditures, should the City require one to be performed. If the Consultant is entitled to reimbursement of travel expenses, then all bills authorized and approved for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. The Consultant shall utilize **Attachment B, Schedule B2 - Consultant Invoice**, for the submission of invoices.

ARTICLE 3 PERFORMANCE

3.01 PERFORMANCE AND DELEGATION

The Services to be performed hereunder shall be performed by the Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the City. Said approval shall not be construed as constituting an agreement between the City and said another person or firm.

3.02 REMOVAL OF UNSATISFACTORY PERSONNEL

Director or their designee may make written requests to the Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant, or any Subconsultants, or any personnel of any such Subconsultants engaged by the Consultant to provide and perform Services or Work pursuant to the requirements of this Agreement. The Consultant shall respond to the City within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Consultant. Such request shall solely relate to the work of said employees under this Agreement.

3.03 CONSULTANT KEY STAFF

The parties acknowledge that the Consultant was selected by the City, in part, on the basis of qualifications of particular staff identified in the Consultant's response to the City's solicitation, hereinafter referred to as "Key Staff." The Consultant shall ensure that Key Staff are available for Work upon request from the City, as long as said Key Staff is in the Consultant's employ. The Consultant will obtain prior written approval from the Director or their designee to change or add to Key Staff. The Consultant shall provide Director, or their designee with information required to determine the suitability of proposed new Key Staff. Director will act reasonably in evaluating Key Staff qualifications. Such approval shall not constitute any responsibility or liability for the individual's ability to perform.

3.04 TIME FOR PERFORMANCE

The Consultant agrees to start all Work hereunder upon receipt of a Notice to Proceed ("NTP") issued by the Director or their designee and to complete each assignment, task or phase within the time stipulated in the NTP. **Time is of the essence with respect to performance of Work under this Agreement.**

A reasonable extension of the time for completion of various assignments, tasks, or phases may be granted by the City should there be a delay on the part of the City in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claims by the Consultant for additional compensation or for any damages.

3.05 STANDARD OF CARE

Consultant is solely responsible for the technical accuracy and quality of their Services. Consultant shall perform all Services in compliance with Florida Administrative Code Chapter 61G1, Chapter 471 (Engineering), and Chapter 481(Architecture, Interior Design, and Landscape Architecture) of the Florida Statutes, as amended and all regulations promulgated applicable to these professions. Consultant shall perform due diligence, in accordance with best industry practices, in gathering information and inspecting a Project site prior to the commencement of design. Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by the Consultant under this Agreement. Consultant shall correct or revise any errors, omissions, and/or deficiencies in its designs, drawings, specifications, or other Services without additional compensation. Consultant shall also be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, and/or deficiencies in its surveys, maps, designs, drawings, specifications or other Services.

ARTICLE 4 SUBCONSULTANTS

4.01 GENERAL

4.01-1 A Subconsultant, as defined in Article 1.28, Subconsultant is a firm that was identified as part of the consulting team during the competitive selection process by which the Consultant was chosen to perform the Services under this Agreement, and as such, is identified and listed in **Attachment A, Schedule A1 - Subconsultants** attached hereto and incorporated herein by reference.

4.01-2 A Specialty Subconsultant is a person or organization that has, with the consent of the Director, entered into a written agreement with the Consultant to furnish unique and/or specialized professional services necessary for a project or task described under Additional Services. Such Specialty Subconsultant shall be in addition to those identified in **Attachment A, Schedule A1**.

4.02 SUBCONSULTANT RELATIONSHIPS

4.02-1 All services provided by the Subconsultants shall be performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the City under this Agreement.

4.02-2 Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Subconsultants. The Consultant acknowledges that the Subconsultants are entirely under his direction, control, supervision, retention, and/or discharge.

4.03 CHANGES TO SUBCONSULTANTS

The Consultant shall not add to, modify, or change the Subconsultants listed in **Attachment A, Schedule A1** without prior written approval by the Director or designee, in response to a written request from the Consultant stating the reasons for any proposed change.

ARTICLE 5 DEFAULT

5.01 GENERAL

If the Consultant fails to comply with any term or condition of this Agreement or any other Agreement it has with the City, or fails to perform any of its obligations hereunder, then the Consultant shall be in Default. Upon the occurrence of a default hereunder the City, in addition to all remedies available to it by law, may immediately, upon written notice to the Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the City to the Consultant while the Consultant was in default shall be immediately returned to the City. The Consultant understands and agrees that termination of this Agreement under this section shall not release the Consultant from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, the Consultant shall be liable to the City for all expenses incurred by the City in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages. In the event of Default, the City may also suspend or withhold reimbursements to the Consultant until such time as the actions giving rise to default have been cured.

5.02 CONDITIONS OF DEFAULT

A finding of Default and subsequent termination for cause may include, without limitation, any one or more of the following:

5.02-1 The Consultant fails to obtain or maintain the professional engineering certification/ licensure, insurance or bonding herein required.

5.02-2 The Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the City, beyond the specified period allowed to cure such Default.

5.02-3 The Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Work in a timely manner as required by this Agreement.

5.03 TIME TO CURE DEFAULT; FORCE MAJEURE

The City, through the Director or designee, shall provide written notice to the Consultant as to a finding of Default, and the Consultant shall take all necessary action to cure said Default within the time stipulated in said notice, after which time, the City may terminate the Agreement. The City, at its sole and absolute discretion, may allow additional days to perform any required cure if the Consultant provides written justification deemed reasonably sufficient. If the Default has not been corrected by the Consultant within the time specified, the Agreement may be automatically terminated on the last day of the time stipulated in said notice, without the necessity of any further action by the City.

Should any such failure on the part of the Consultant be due to a condition of Force Majeure as that term is interpreted under Florida law, then the City may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

ARTICLE 6 TERMINATION OF AGREEMENT

6.01 CITY'S RIGHT TO TERMINATE

The City (including specifically the City Manager or the Director acting administratively), has the right to terminate this Agreement for any reason or no reason, upon ten (10) business day's written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other data and/or documents, including all electronic (digital) copies related to Work authorized under this Agreement, whether finished or not, must be turned over to the Director or the Director's designee. The Consultant shall be paid in accordance with provisions of Attachment B, provided that said documentation is turned over to the Director

or the Director's designee within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by the Consultant until all documentation is delivered to the Director or designee.

6.01-1 The Consultant shall have no recourse or remedy from any termination made by the City except to receive and retain the fees, and allowable costs or reimbursable expenses, earned as compensation for the Services that were performed in complete compliance with the Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the City, its officials or employees. The Consultant has voluntarily acknowledged the applicability of this Section by submitting a response to this solicitation.

6.02 CONSULTANT'S RIGHT TO TERMINATE

The Consultant shall have the right to terminate this Agreement, in writing, for cause following breach by the City, if breach of contract has not been corrected within sixty (60) calendar days from the date of the City's receipt of a written statement from the Consultant specifying the City's breach of its duties under this Agreement. Consultant shall give the City prior written notice in the manner provided herein specifying the City's breach and afford the City sixty (60) calendar days to cure.

6.03 TERMINATION DUE TO UNDISCLOSED LOBBYIST OR AGENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to recover from the Consultant the full amount of any and all fees, commissions, percentages, gifts, or other consideration paid to undisclosed lobbyists or agents.

ARTICLE 7 DOCUMENTS AND RECORDS

7.01 OWNERSHIP OF DOCUMENTS

All tracings, plans, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies, will be considered works made for hire and will, based on incremental transfer wherein the above shall become the property of the City upon payments made to the Consultant or termination of this Agreement without restriction or limitation on their use, and will be made available, on request, to the City at any time during the performance of such services and/or upon completion or termination of this Agreement. The Consultant shall not copyright any material and products or patent any invention developed under this Agreement. The City shall have the right to visit Project sites for inspection of the work and the products of the Consultant at any time. The Consultant shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the City's use and occupancy of the Project.

7.02 DELIVERY UPON REQUEST OR CANCELLATION

Failure by the Consultant to promptly deliver all such documents, both hard copy and digital, to the Director or designee within ten (10) business days of cancellation, or within ten (10) business days of request by the City, shall be just cause for the City to withhold payment of any fees due the Consultant until the Consultant delivers all such documents. The Consultant shall have no recourse from these requirements.

7.03 RE-USE BY CITY

It is understood that all Consultant Agreements and/or Work Orders for new work will include the provision for the re-use of surveys, maps, plans, specifications, and other Consultant work products, at the City's sole option, and, by virtue of signing this Agreement, the Consultant agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use. The Consultant will not be liable for re-use by the City of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

7.04 NONDISCLOSURE

To the extent allowed by law, the Consultant agrees not to divulge, furnish, or make available to any third person, firm or organization, without Director's or their designee's prior written consent, or unless incident

to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings, or otherwise required by law, where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by the Consultant hereunder, and the Consultant shall require all of its employees, agents, and Subconsultants to comply with the provisions of this paragraph.

7.05 MAINTENANCE OF RECORDS; PUBLIC RECORDS

The Consultant shall keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of the Public Records Law, Florida Statutes Chapter 119, as amended, shall be kept in accordance with the applicable statutes. Otherwise, the records and documentation shall be retained by the Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The City, or any duly authorized agents or representatives of the City, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above, provided, however, such activity shall be conducted only during normal business hours.

Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) Keep and maintain public records required by the City to perform the service; (2) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City; (4) upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI OFFICE OF CAPITAL IMPROVEMENTS ("OCI") WHO IS ADMINISTERING THIS CONTRACT.

7.06 E-VERIFY

Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Agreement and shall expressly require any Subconsultant performing work or providing services pursuant to the Agreement 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 Subconsultant during the Agreement term.

ARTICLE 8 INDEMNIFICATION

The Consultant shall indemnify, hold harmless, save and defend the City, its officers, agents, directors, instrumentalities, agencies, and/or employees from all liabilities, damages, losses, judgments, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence,

recklessness, negligent act or omission, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of services under this Contract. Consultant shall, further, hold the City, its officials and/or employees, harmless for, and defend the City, its officials and/or employees against, any civil actions, statutory, contractual, tort, strict liability, or other claims, actions, injuries or damages arising or resulting from the work, even if it is alleged that the City, its officials and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Consultant shall, upon written notice from the City, resist and defend such action or proceeding by counsel reasonably satisfactory to the City Attorney. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Consultant to defend, at its own cost and expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceedings, or to provide for such defense, at the City's option, against any and all claims of liability and all claims, suits and actions of every name and description which may be brought against the City, in connection with services performed by the Consultant or persons employed or utilized by Consultant.

This indemnity, hold harmless and duty to defend, shall survive the term of this Agreement, and shall also survive the cancellation or expiration of this Agreement. This indemnity shall be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Section 725.06 and/or Section 725.08, Florida Statutes, as applicable. If any portion of the Indemnity is invalidated by a court of competent jurisdiction to be invalid, unenforceable or illegal, the unenforceable provision shall not affect the otherwise valid terms and provisions of this Section. The applicable terms and provisions shall be deemed modified and will be given effect to the extent necessary to render such provision(s) enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest extent possible the intent and agreements of the parties as are set forth in this Section.

The Consultant shall require all Subconsultant agreements to include a provision that they shall indemnify the City.

The Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Consultant in which the City participated, either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Consultant or other acts of the Consultant, the City in no way assumes or shares any responsibility or liability of the Consultant or Subconsultant under this Agreement.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Consultant.

ARTICLE 9 INSURANCE

The Consultant shall not start Services under this Agreement until the Consultant has obtained and provided to the City all insurance required hereunder and the City's Risk Management Administrator, also known as the Director of the Risk Management Department, or their authorized designee, has approved such insurance.

9.01 COMPANIES PROVIDING COVERAGE

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Risk Administrator. All companies shall have a Florida resident agent and be rated at least A(X), in accordance with A.M. Best Company's Key Rating Guide, latest edition.

9.02 VERIFICATION OF INSURANCE COVERAGE

The Consultant shall furnish certificates of insurance to the Procurement Department and Risk Management Administrator for review and approval prior to the execution of this Agreement. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification required by these provisions, and in accordance to **Insurance Exhibit C** contained herein. The Consultant shall ensure that all Subconsultants comply with these same insurance requirements. The Consultant shall furnish copies of insurance policies pertaining to this Agreement to the Procurement Department and Risk Administrator within ten (10) business days of written request.

9.03 FORMS OF COVERAGE**9.03-1 Commercial General Liability and Automobile Liability**

The Consultant shall maintain commercial general liability coverage written on a primary and non-contributory basis, with limits of at least \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate for bodily injury and property damage. The coverage shall include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. Waiver of Subrogation applies in favor of the certificate holder.

The coverage shall be written on a primary and non-contributory basis with the City listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read thirty (30) calendar days and ten (10) business days for nonpayment.

9.03-2 Business Automobile

The Consultant shall provide business automobile liability coverage including coverage for all owned, hired, and non-owned autos with a minimal combined single limit of \$1,000,000.00 naming the City as an additional insured with respect to this coverage. Notice of cancellation should read thirty (30) calendar days and ten (10) business days for nonpayment.

9.03-3 Professional Liability Insurance

The Consultant shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000.00 per claim, \$1,000,000.00 aggregate providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of the services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance shall be maintained for at least one (1) year after completion of the construction and acceptance of any project covered by this Agreement. Coverage must reference the retroactive date.

9.03-4 Worker's Compensation Insurance

The Consultant shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000.00 each occurrence.

9.03-5 Subconsultant Compliance

The Consultant shall ensure that all Subconsultants comply with these same insurance requirements.

9.04 MODIFICATIONS TO COVERAGE

The Risk Administrator or their authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles, or other insurance obligations by providing a thirty (30) calendar day written notice to the Consultant in accordance with Article 10.06, Notices, herein. The Consultant shall comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from the City accompanied by justification.

ARTICLE 10 MISCELLANEOUS**10.01 AUDIT RIGHTS; INSPECTION**

The City reserves the right to audit the Consultant's accounts during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the Consultant. The inspection and audit provisions provided for City contracts set forth in Section 18-101 and Section 18-102 of the City Code are applicable to this Agreement and are deemed as being incorporated by reference herein.

10.02 ENTIRE AGREEMENT

This Agreement, as it may be amended from time to time, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of a breach of any other provision of this Agreement.

10.03 SUCCESSORS AND ASSIGNS

The performance of this Agreement shall not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the City, acting by and through its City Commission. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior City approval.

The Consultant's services are unique in nature and any assignment, sale transference without City Commission approval shall be cause for the City to terminate this Agreement. The Consultant shall have no recourse from such termination. The City may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment/assumption Agreement in a form satisfactory to the City Attorney as a condition precedent to considering approval of an assignment.

The Consultant and the City each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement.

10.04 TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultant's Competitive Negotiation Act, for any Project to be compensated under the Lump Sum method, the Consultant shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of NTP. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the City determines the project price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such price adjustments will be made within one (1) year following the end of the Project.

10.05 APPLICABLE LAW AND VENUE OF LITIGATION

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees except in actions arising out of the Consultant's duties to indemnify the City under Article 8, Indemnification, herein where the Consultant shall pay the City's reasonable attorney's fees in the event the City must maintain an action to enforce the duty to indemnify the City.

10.06 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by electronic mail, and registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For City of Miami:

Emilio T. González, Ph.D.
City Manager
Office of the City Manager
City of Miami
444 S.W. 2nd Avenue, 10th Floor
Miami, Florida 33130-1910
Email: ETGonzalez@miamigov.com
Phone: 305-416-1025

Annie Perez, CPPO
Director
Department of Procurement
City of Miami
444 S.W. 2nd Avenue, 6th Floor
Miami, Florida 33130-1910
Email: AnniePerez@miamigov.com
Phone: 305-416-1910

Victoria Méndez
City Attorney
Office of the City Attorney
City of Miami
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130-1910
Email: VictoriaMendez@miamigov.com
Phone: 305-416-1832

With Copies to:

Steven C. Williamson
Director
Office of Capital Improvements
City of Miami
444 S.W. 2nd Avenue, 8th Floor
Miami, Florida 33130-1910
Email: SWilliamson@miamigov.com
Phone: 305-416-1225

For A&P Consulting Transportation Engineers, Corp.:

Antonio Acosta
President
A&P Consulting Transportation Engineers, Corp.
10305 NW 41st Street, Suite 115
Doral, FL 33178
Email: AGAcosta@apcte.com
Phone: 305-592-7283

10.07 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a

whole, including all the subsections of such Section, unless the reference is made to a subsection or subparagraph of such Section or Article.

10.08 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the City and the Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.09 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

10.10 MEDIATION - WAIVER OF JURY TRIAL

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions in the agreements with all Subconsultants and/or independent contractors retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution. Each party shall bear their own attorney's fees.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

10.11 TIME

Time is of the essence in this Agreement. Consultant shall promptly perform its duties under this Agreement and Work Orders pursuant hereto and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with this Agreement. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in this Agreement and/or Work Orders pursuant hereto.

10.12 COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Consultant represents and warrants that there shall be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

10.12-1 Non-Discrimination

The City warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the Consultant's performance under this Agreement on account of race, color, gender, religion, age, handicap, marital status, national origin, or sexual orientation. The Consultant further covenants that no otherwise qualified individual shall, solely by reason of their race, color, gender, religion, age, handicap, marital status, national origin or sexual orientation, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

10.12-2 OSHA Compliance

The Consultant warrants that it will comply with all safety precautions as required by federal, state, and local laws, rules, regulations, and ordinances. The City reserves the right to refuse the Consultant's access to City property, including project jobsites, if the Consultant's employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by the Consultant.

10.12-3 ADA Compliance

The Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability) and all

applicable regulations, guidelines and standards. Additionally, the Consultant shall take affirmative steps to insure nondiscrimination in employment of disabled persons.

10.13 NO PARTNERSHIP

The Consultant is an independent contractor. This Agreement does not create a joint venture, partnership or other business enterprise or affiliation between the parties. The Consultant has no authority to bind the City to any promise, debt, default, contract liability, or undertaking of the Consultant.

10.14 DISCRETION OF DIRECTOR

Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the Director or the Director's authorized designee.

10.15 RESOLUTION OF CONTRACT DISPUTES

The Consultant understands and agrees that all disputes between it and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner.

The initial step shall be for the Consultant to notify the Project Manager in writing of the dispute and submit a copy to the City of Miami personnel identified in Article 10.06, Notices.

Should the Consultant and the Project Manager fail to resolve the dispute the Consultant shall submit their dispute in writing, with all supporting documentation, to the Director of OCI, as identified in Article 10.06, Notices. Upon receipt of said notification, the Director of OCI shall review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Director of OCI fail to resolve the dispute the Consultant shall submit their dispute in writing within five (5) calendar days to the Director of Procurement. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification, the Director of Procurement, shall review the issues relative to the dispute and issue a written finding.

The Consultant must submit any further appeal in writing within five (5) calendar days to the City Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Consultant. Appeal to the City Manager for their resolution, is required prior to the Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation hereunder exceed \$500,000.00, the City Manager's decision shall be approved or disapproved by City Commission. The Consultant shall not be entitled to seek judicial relief unless:

- (i) it has first received City Manager's written decision, approved by City Commission if applicable; or
- (ii) a period of sixty (60) calendar days has expired after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) calendar days has expired where the City Manager's decision is subject to City Commission approval; or
- (iii) The City has waived compliance with the procedure set forth in this section by written instrument(s) signed by the City Manager.

10.16 INDEPENDENT CONTRACTOR

The Consultant has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, the Consultant shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees. The Consultant further understands that Florida Workers' Compensation benefits available to employees of the City are not available to the Consultant and agrees to provide workers' compensation insurance for any employee or agent of the Consultant rendering services to the City under this Agreement. The City is not a guarantor of any debt or obligation of the Consultant and the Consultant has no ability to bind the City in this regard.

10.17 CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and this Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) calendar days' notice.

10.18 THIRD PARTY BENEFICIARY

The Consultant and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

10.19 ADDITIONAL TERMS AND CONDITIONS

If a PSA or other Agreement was provided by the City and included in this solicitation for the project(s), no additional terms or conditions, which materially or substantially vary, modify or alter the terms or conditions of this Agreement, in the sole opinion and reasonable discretion of the City, will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or other Agreement.

10.20 Severability

If any term or provision of this Agreement, or combination of the same, is in violation of any applicable law or regulation, or is unenforceable or void for any reason, such term, provision or combination of same shall be modified or reformed by the court to the minimum extent necessary to accomplish the intention of the entire Agreement to the maximum extent allowable, under any legal form, without violating applicable law or regulation. Notwithstanding, the remainder of the Agreement shall remain binding upon the parties. This Subsection shall not apply if there is a material breach of this Agreement causing cancellation or cancellation for convenience.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

**A&P Consulting Transportation Engineers,
Corp.**, a Florida Corporation

Signature

Signature

Print Name, Title

Print Name, Title

ATTEST:

(Corporate Seal)

Consultant Secretary
(Affirm Consultant Seal, if available)

ATTEST:

CITY OF MIAMI, a municipal corporation of the
State of Florida

Todd B. Hannon, City Clerk

Emilio T. González, Ph.D., City Manager

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Ann Marie Sharpe, Director
Risk Management Department

Victoria Méndez, City Attorney

**CERTIFICATE OF AUTHORITY
(IF CORPORATION OR LLC)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that their execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the partnership to execute agreements on behalf of the partnership and provides that their execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

Names and addresses of partners:

Name	Street Address	City	State	Zip

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Agreement to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

ATTACHMENT A - SCOPE OF WORK

ARTICLE A1 GENERAL

The Consultant shall perform the specialty design work for the West Grove Roadway Improvements Project. The City of Miami's (the "City") intention is to complete the roadway reconstruction project to alleviate traffic safety concerns in accordance with the Scope of Services described in Request for Qualifications ("RFQ") 17-18-026 and this Agreement.

The Consultant shall provide comprehensive civil engineering design services for the City, including but not limited to, design engineering services for road reconstruction including, but not limited to, drainage improvements, stormwater modeling, sidewalks, Americans with Disabilities Act ("ADA") compliant ramps, curb and/or gutter structures, pavement markings and striping, roadway signage, utility coordination, design development, construction permitting, bidding and construction administration, review of work prepared by Subconsultants and other consultants, commissioning, public meetings, assessments, field investigations and observations, construction supervision, as-built documentation, post design services that include construction administration, preparation of bid and construction documents, provide recommendations, and other related civil engineering services as needed to complete the Project. Consultant shall provide professional civil engineering services for the Project for which Consultant was selected in accordance with Section 287.055 Florida Statutes, as amended, otherwise known as the Consultants' Competitive Negotiations Act (CCNA).

The City may also require the Successful Proposer to perform surveying (three-man and four-man crews), geotechnical investigations and testing, landscaping architecture, roadway lighting, traffic signalization, public involvement, and related services necessary for the design and preparation of construction documents for the Project. Consultant shall provide design, construction documents, construction administration and related services necessary for the design, construction engineering and inspection services for the Project.

A1.01 SCOPE OF SERVICES

A1.01-1 The Consultant agrees to provide comprehensive Professional Services in accordance with all applicable laws, building and environmental regulations, including the Florida Building Code and the City of Miami, Florida, Code of Ordinances, and as set forth in this Agreement and further enumerated in a Work Order. Consultant may be required to perform all or some of the services described in this Agreement, depending on the needs of the City for the Project. Consultant shall furnish, as Basic Services, comprehensive professional civil engineering services for the Project.

A1.01-2 The City will phase the Work required to complete the Project so that the Project is designed and constructed in the most logical, efficient, and cost effective manner. The Consultant shall be directed to proceed with each phase of the Project through the use of Work Order Proposals and Work Orders.

A1.02 WORK ORDERS

The project is divided into two phases: Phase I is the project area that is bounded by Day Avenue from the North, SW 37th Avenue to the East, Grand Avenue to the South, and Brooker Street to the West. Phase II is the project area that is bounded by Grand Avenue at the North, South Douglas Road to the East, Charles Terrace to the South, and Jefferson Street to the West. The Consultant for this project is required to commence with Phase I of the project first. Upon Phase I completion of the design and permitting, the Consultant shall commence with the Phase II design.

When OCI has determined that a specific phase of the project is to proceed, the Director or authorized designee will request in writing a Work Order Proposal from the Consultant based on the proposed Scope of Services provided to the Consultant in writing by the Director or designee. The Consultant and Director or designee, and others, if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Consultant shall then prepare a Work Order Proposal following the format provided by the City, indicating the proposed Scope of Services, time of performance, staffing, proposed fees, Subconsultants, and deliverable items and/or documents.

The Director or designee may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon acceptance of a Work Order Proposal, OCI will prepare a Work Order that will be reviewed by OCI staff and the Director or designee. Upon approval, OCI will issue a written Notice to Proceed (NTP) subsequent to approval of the Work Order by the Director or designee.

A1.03 PAYMENTS

The City will pay the Consultant in accordance with provisions and limitations of **Attachment B – Compensation and Payments**. No payment will be made for the Consultant's time or services in connection with the preparation of any Work Order Proposal or for any Work done in the absence of an executed Work Order, NTP and/or Purchase Order.

ARTICLE A2 OVERVIEW OF CIVIL ENGINEERING SERVICES

Consultant agrees to provide complete civil engineering services as set forth in the tasks enumerated hereinafter, in accordance with the Florida Building Code, latest edition, all federal, state, County and City of Miami, Florida, Laws, Codes and Ordinances. Consultant shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in this Agreement.

Consultant shall submit one (1) electronic set of all documents and seven (7) copies of documents required under Article A2, without additional charge, for review and approval by the City. Consultant shall not proceed with the next task of the Work until the documents have been approved, in writing, by City, and an Authorization to Proceed with the next task has been issued by City.

Consultant is solely responsible for the technical accuracy and quality of their Work. Consultant shall perform all Work in compliance with Chapter 471 of the Florida Statutes and Rules 61G15-18 through 61G15-37 of the Florida Administrative Code. Consultant shall perform due diligence, in accordance with best industry practices, in gathering information and inspecting a Project site prior to the commencement of design. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all design, drawings, specification, and other Services furnished by the Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors, omissions, and/or deficiencies in its designs, drawings, specifications or other Services. Consultant shall also be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, and/or deficiencies in its designs, drawings, specifications or other Services.

A2.01 DEVELOPMENT OF OBJECTIVES

A2.01-1 Consultant shall confer with representatives of City, the Project Manager, and other jurisdictional agencies to develop several options for how the various elements of the project will be designed and constructed.

A2.01-2 Consultant shall, utilizing a compilation of available documentation, confer with representatives of City, the Project Manager, and other jurisdictional agencies in order to comprehensively identify aspects of the completed Project that may require further refinement to attain the requisite detail of design development required to begin the creation of Construction documents. For clarity of scope, the items that need further development will be called Conceptual and the remaining items will be called Designs.

A2.01-3 Consultant shall prepare written descriptions of the various options and shall participate in presentations to multiple groups explaining alternative options. Sufficient detail shall be provided to support the presentation materials.

A2.02 SCHEMATIC DESIGN

A2.02-1 DESIGN CONCEPT AND SCHEMATICS REPORT

Consultant shall prepare and present, in writing and at an oral presentation, if requested, for approval by the City, a Design Concept and Schematics Report, comprised of a Statement of Probable Construction Cost, Design 30%, 60%, 90% and Final Construction Drawings, Project Development Schedule and review of Constructability Review reports.

1. A Statement of Probable Construction Cost, Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for

estimated costs per each element and similar Project unit costs. Costs shall be adjusted to the projected bid date. Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the statement of Probable Construction Costs exceeds allocated funds, Consultant shall update its documentation, at no additional cost to the City, to reflect this reduced scope. Any "Statement of Probable Construction Costs" prepared by Consultant represents a reasonable estimate of cost in Consultant's best judgment as a professional familiar with the local construction industry.

2. The Project Development Schedule shall show the proposed completion date of each task of the Project through design, bidding, and post design services.
3. Constructability Review reports shall be conducted by the City and/or the Consultant at design stages deemed necessary by the Project Manager. Consultant shall provide five (5) additional deliverable plan sets for distribution, by City, to others for this purpose. There shall be an established deadline for review report submission back to the City. Consultant shall provide written responses to all comments within two (2) weeks and shall maintain files of all related review reports and response reports. If necessary, City may coordinate Constructability Review meetings with some or all of the reviewers with Consultant present to discuss specific issues. In addition to the Constructability Review process mentioned above, City reserves the right to conduct a Peer Review of the Project documents at any design stage. Cost of such a Peer Review would be borne by City. Any findings as a result of said Peer Review would be addressed by Consultant, and if requested by City, would be incorporated into the design documents, at no additional cost to City and no extension of time to the schedule.

A2.03 DESIGN DEVELOPMENT

From the approved Schematic Design documents, Consultant shall prepare and present in writing, and at oral presentations, if requested, for approval by City, separate Design Development Documents, updated Project Development Schedules, updated Statements of Probable Construction Costs and a review of Constructability Review reports.

1. The Design Development Documents shall consist of drawings (site plans, elevations, and sections), outline specifications, and other documents.
2. Design Development consists of continued development and expansion of architectural and/or civil Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of each element through:
 - 2.1 Plan sections and elevations
 - 2.2 Typical construction details
 - 2.3 Final materials selection
 - 2.4 Construction phasing plan
3. The updated Development Schedules shall show the proposed completion dates of each milestone of the Project through design, bidding, construction and proposed date of occupancy. Consultant will also detail all long lead procurement items and architecturally significant equipment that will need to be purchased prior to the completion of Construction Documents.
4. Provide updated Statements of Probable Construction Cost. If either statement of Probable Construction Cost exceeds allocated funds, Consultant shall prepare recommendations for reducing the scope of that particular Project in order to bring the estimated costs within allocated funds. Consultant shall update its documentation, at no additional cost to the City, to reflect this reduced scope.
5. Constructability Review reports.
6. Prepare a summary report and/or Design Development drawings on various options for road and drainage improvements.
7. Review any geotechnical report for structural concerns and for the recommended foundation system.
8. Assist the City in preparing a preliminary opinion of costs and an outline of specifications.

A2.04 CONSTRUCTION DOCUMENTS

From the approved Design Development Documents, Consultant shall prepare for written approval by City, Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible Project.

Consultant shall produce 30%, 60%, 90% and Final Construction Documents for review and approval by City, which shall include the following:

1. A Drawing Cover Sheet listing an index of all number of drawings by each discipline. Drawings not included in the 30%, 60%, 90% and Final review shall be noted. Consultant shall attach an index of all anticipated drawing sheets necessary to fully define the Project.
2. The updated Project Development Schedule to include an outline of major construction milestone activities and the recommended construction duration period in calendar days.
3. An updated Statement of Probable Construction Cost
4. Consultant may also be authorized to include in the Construction Documents approved additive and/or deductive alternate bid items, to permit City to award a Construction Contract within the limit of the budgeted amount.
5. Assist, if required, in obtaining approval by appropriate review agencies.
6. Assist, if required, with manufacturer or supplier recommendations.
7. Consultant shall include, and will be paid for, City-requested alternates outside of the established Project scope or that are not constructed due to a lack of funds. No fee will be paid by City in connection with alternates required by the failure of Consultant to design the Project within the Fixed Limit of Construction Cost.
8. Consultant shall not proceed with further construction document development until approval of the 30% documents is received in writing from City. Approval by City shall be for progress only and does not relieve Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. Consultant shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The 30% Documents review (check) set shall be returned to City upon submission of 60% complete Construction Documents and Consultant shall provide an appropriate response to all review comments noted on these previously submitted documents.

Of the seven (7) copies to be provided, the Consultant shall submit to the City four (4) full size copies of the drawings and specifications, and one digital copy in .pdf format.

A2.04-1 Maximum Cost Limit: Prior to authorizing the Consultant to proceed with preparation of Construction Document Development, the City shall establish and communicate to the Consultant, a maximum sum for the cost of construction of the Project ("Maximum Cost Limit"). If the City has not advertised for bids within ninety (90) calendar days after the Consultant submits the Final Design to the City, the estimate of the cost of construction shall be adjusted by Consultant. Notwithstanding anything above to the contrary, the City may require the Consultant to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost or fee to the City if all responsive and responsible bids received exceed ten (10%) percent of the Maximum Cost Limit.

A2.04-2 Dry Run Permitting: The Consultant shall file and follow-up on permitting activities at the 30%, 60% and 90% and Final stages of the design during the performance of the Work, for approval by City, County, State and/or Federal authorities having jurisdiction over the Project by law or contract with the City, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by OCI of the final set and printing of the Construction Documents. The Consultant shall promptly, at any time during the performance of the Work hereunder, advise the City of any substantial increases in costs set forth in the Statement of Probable Construction Cost that, in the opinion of the Consultant, is caused by the requirement(s) of such.

Upon completion of dry run permitting, Consultant shall provide as part of the seven (7) copies to be submitted, five (5) full size sealed copies of the drawings and specifications. Consultant shall also provide digital versions of the drawings in .dwg, .plt, and .pdf formats. The specification additional terms and conditions shall be provided in both .pdf and .doc formats.

A2.05 BIDDING AND AWARD OF CONTRACT

A2.05-1 Bid Documents Approvals and Printing

Upon obtaining all necessary approvals of the Construction Documents from authorities having jurisdiction, and acceptance by the City of the 100% Construction Documents and latest Statement of Probable Construction Cost, the Consultant shall assist the City in obtaining bids and preparing and awarding the construction contract. The City, for bidding purposes, will have the bid documents printed, or at its own discretion, may authorize such printing as a reimbursable service to the Consultant.

A2.05-2 Issuance of Bid Documents, Addenda and Bid Opening

1. The City shall issue the Bid Documents to prospective bidders and keep a complete List of Bidders.
2. The Consultant shall assist the City in the preparation of responses to questions if any are required during the bidding period. All addenda or clarifications, or responses shall be issued by the City.
3. The Consultant shall prepare revised plans, if any are required, for the City to issue to all prospective bidders.
4. The City will schedule a "Pre-Bid Meeting" on an as needed basis, for the Project. The Consultant shall attend any and all pre-bid meeting(s) and require attendance of Subconsultants at such meetings.
5. The Consultant will be present at the bid opening, if requested by the City.

A2.05-3 Bid Evaluation and Award: The Consultant shall assist the City in evaluation of bids received to determine the responsiveness of bids and the preparation of documents for Award of a contract. If the lowest responsive Base Bid received exceeds the Total Allocated Funds for Construction, the City may:

1. Approve an increase in the Project cost and award a Contract;
2. Reject all bids and re-bid the Project within a reasonable time with no change in the Project or additional compensation to the Consultant;
3. Direct the Consultant to revise the scope and/or quality of construction, and rebid the Project. The Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost based on such revisions within the Total Authorized Construction Budget. The City may exercise such option where the bid price exceeds 10% of the Fixed Construction Budget provided to the Consultant and as may be modified by the City and the Consultant prior to soliciting bids.
4. Suspend, cancel or abandon the Project.

NOTE: Under item three (3), above, the Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the budgeted amount.

A2.06 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

A2.06-1 The Construction Phase will begin with the issuance of the NTP to the chosen Contractor and will end when the Consultant has provided to the City all post construction documents, including Contractor As-Built drawings, Consultant's record drawings, warranties, guarantees, operational manuals, and Certificate(s) of Occupancy have been delivered to the City and the City approves the final payment to the Consultant. During this period, the Consultant shall provide administration of the construction contract as provided by this Agreement, and as provided by law.

A2.06-2 The Consultant, as the representative of the City during the Construction Phase, shall advise and consult with the City and shall have the authority to act on behalf of the City to the extent provided in the General Conditions and the Supplementary Conditions of the construction contract and their Agreement with the City.

A2.06-3 The Consultant and respective Subconsultants shall visit the site to conduct field observations, at a minimum on a weekly basis, and at all key construction events to ascertain the progress of the Project, and shall visit the site as appropriate to conduct field inspections to ascertain the progress of the Project and determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Consultant shall provide any site visits necessary for certification if required by the authorities having jurisdiction. Threshold inspection shall be provided by the Consultant at no additional cost to the City. The Consultant shall report on the progress the Work, including any defects and deficiencies that may be observed in the Work. The Consultant and/or Subconsultants will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the Work unless otherwise set forth in this Agreement. The Consultant will be responsible for writing and distributing minutes of all meetings and field inspections report from all meetings it is asked to attend. Consultant and Subconsultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. The Consultant will not be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the contract unless such failure of performance results from the Consultant's acts or omissions.

A2.06-4 The Consultant shall furnish the City with a written report of all observations of the Work made by Consultant and require all Subconsultants to do same during each visit to the Project. The Consultant shall also note the general status and progress of the Work on forms furnished by the City. The Consultant shall submit the reports in a timely manner. The Consultant and Subconsultants shall ascertain that the Work is acceptable to the City. Consultant shall assist the City in ensuring that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings. Copies of the field reports shall be attached to the monthly Professional Services payment request for construction administration services. The Consultant's failure to provide written reports of all site visits or minutes of meetings shall result in the rejection of payment requests and may result in a proportional reduction in Construction Administration fees paid to the Consultant.

A2.06-5 Based on observations at the site and consultation with the City, the Consultant shall determine the amount due to the Contractor based on the pay for performance milestones and shall recommend approval of such amounts as appropriate. This recommendation shall constitute a representation by the Consultant to the City that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that, the quality of the Work is in accordance with the contract and the Contractor is entitled to the amount stated on the requisition subject to:

1. A detailed evaluation of the Work for conformance with the contract upon substantial completion;
2. The results of any subsequent tests required by the contract;
3. Minor deviations from the contract correctable prior to completion;
4. Any specific qualifications stated in the payment certificate and further that the Contractor is entitled to payment in the amount agreed upon at a requisition site meeting or as stated on the requisition.

Prior to recommending payment to the Contractor, the Consultant will prepare a written statement to the City on the status of the Work relative to the Construction Schedule, which shall be attached to the Contractor's Requisition. Such statement shall be prepared immediately following the requisition field meeting and shall not be cause for delay in timely payment to the Contractor. By recommending approval of a Payment Certificate, the Consultant shall not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used money paid on account of the Construction Contract Sum.

A2.06-6 The Consultant shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant shall render interpretations necessary for the proper execution or progress of the Work upon written request of either the City or the Contractor, and shall render written decisions, within a maximum of ten (10) calendar days, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the Work. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from, the Contract Documents and shall be in written or graphic form.

A2.06-7 The Consultant shall have the authority to recommend rejection of Work which does not conform to the Contract Documents. Whenever, in their reasonable opinion, the Consultant considers it necessary or advisable to insure compliance with the Contract Documents, the Consultant will have the authority to recommend special inspection or testing of any Work deemed to be not in accordance with the Contract, whether or not such Work has been fabricated and/or delivered to the Project, or installed and completed.

A2.06-8 The Consultant shall promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the Contractor. Changes or substitutions to the construction documents shall not be authorized without concurrence of the City's Project Manager and/or Director of OCI. The Consultant shall have a maximum of ten (10) calendar days from receipt of shop drawings, samples, RFI's or other submittals by the Contractor, to return the shop drawings or submittals to the Contractor with comments indicating either approval or disapproval. Consultant shall provide the Contractor with a detailed written explanation as to the basis for rejection. Consultant shall have five (5) calendar days to review contractor payment applications to ensure the City complies with Florida Statute Section 218.70.

A2.06-9 The Consultant shall initiate and prepare required documentation for changes as required by the Consultant's own observations or as requested by the City, and shall review and recommend action on proposed changes. Where the Contractor submits a request for Change Order or Change Proposal request, the Consultant shall, within ten (10) calendar days, review and submit to the City, their recommendation or proposed action along with an analysis and/or study supporting such recommendation.

A2.06-10 The Consultant shall examine the Work upon receipt of the Contractor's request for substantial completion inspection of the Project and shall, prior to occupancy by the City, recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project is substantially complete in accordance with the contract requirements. The Consultant shall, in conjunction with representatives of the City and the Contractor, prepare a punch-list of any defects and discrepancies in the Work required to be corrected by the Contractor in accordance with Florida Statute 218.735. Upon satisfactory completion of the punch-list, the Consultant shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor. The Consultant shall obtain from the Contractor, upon satisfactory completion of all items on the punch-list, all necessary close-out documentation from the Contractor including but not limited to all guarantees, warranties, operating and maintenance manuals for equipment, releases of liens/claims and such other documents and certificates as may be required by applicable codes, laws, and the contract, and deliver them to the City before final acceptance shall be issued to the Contractor.

A2.06-11 The Consultant shall monitor and provide assistance in obtaining the Contractor's compliance with its contract relative to: 1) initial instruction of City's personnel in the operation and maintenance of any equipment or system; 2) initial start-up and testing, adjusting and balancing of equipment and systems; and 3) final clean-up of the Project to assure a smooth transition from construction to occupancy by the City.

A2.06-12 The Consultant shall review the Contractor's "as built" drawings and submit them to the City upon approval by the Consultant. The Contractor is responsible for preparing the "as built" drawings.

A2.06-13 The Consultant shall furnish to the City the original documents, including drawings, revised to "as-built" conditions based on information furnished by the Contractor; survey, and

specific conditions. In preparing the "Record Set" documents, the Consultant shall rely on the accuracy of the information provided by the Contractor, including the Contractor's record drawings. Any certification required under this Agreement including the contents of "as-built" documents is conditioned upon the accuracy of the information and documents provided by the construction contractor. Transfer of changes made by "Change Authorization", "Change Order", "Request for Information", substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "Record Set" and record documents. Changes made in the field to suit field conditions, or otherwise made by the Contractor for its convenience, shall be marked by the Contractor on the "Field Record Set" and transferred to the original contract documents by the Consultant. The original documents, as well as the "Record Set" shall become the property of the City. A reproducible set of all other final documents will be furnished to the City free of charge by the Consultant. The Consultant shall furnish to the City one complete set of "Record Set Drawings", in Auto CADD (computer-aided design and drafting) Version 2000 or such other format acceptable to the City.

A2.06-14 The Consultant shall furnish to the City a simplified site plan reflecting "as-built" conditions with graphic scale and north arrow.

A2.06-15 The Consultant shall assist the City in the completion of the Contractor's performance evaluation during construction work and upon final completion of the Project.

A2.07 TIME FRAMES FOR COMPLETION

The following time frames are sequential from the date of the NTP. A concurrent project timeline is attached as Schedule A5.

Development of Objectives	TBD during Negotiations
Schematic Design	TBD during Negotiations
Design Development	TBD during Negotiations
30% Construction Documents	TBD during Negotiations
60% Construction Documents	TBD during Negotiations
90% Construction Documents	TBD during Negotiations
Dry – Run Permitting	TBD during Negotiations
Final Construction Documents	TBD during Negotiations
Bidding and award of Construction Contract	TBD during Negotiations
Construction Contract Administration	TBD during Negotiations

ARTICLE A3 ADDITIONAL SERVICES

A3.01 GENERAL

Services categorized below as "Additional Services" may be specified and authorized by City and are normally considered to be beyond the scope of the Basic Services. Additional Services shall either be identified in a Work Order or shall be authorized by prior written approval of the Director or City Manager and will be compensated for as provided in **Attachment B, Article B3.05, Fees for Additional Services**.

A3.02 EXAMPLES

Except as may be specified in Schedule A herein, Additional Services may include, but are not limited to the following:

A3.02-1 Appraisals: Investigation and creation of detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by City.

A3.02-2 Specialty Design: Any additional special professional services not included in the Scope of Work.

A3.02-3 Pre-Design Surveys & Testing: Environmental investigations, site evaluations, or comparative studies of prospective sites. Surveys of the existing structure required to complete as-built documentation are not additional services.

A3.02-4 Extended Testing & Training: Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of City's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, sub-contractor, or equipment manufacturer.

A3.02-5 Major Revisions: Making major revisions to drawings and specifications resulting in or from a change in Scope of Work, when such revisions are inconsistent with written approvals or instructions previously given by City and are due to causes beyond the control of Consultant (major revisions are defined as those changing the Scope of Work and arrangement of spaces and/or scheme and/or any significant portion thereof).

A3.02-6 Expert Witness: Preparing to serve or serving as an expert witness in connection with any mediation, arbitration or legal proceeding, providing, however, that Consultant cannot testify against City in any proceeding during the course of this Agreement.

A3.02-7 Miscellaneous: Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice related to construction.

A3.03 ADDITIONAL DESIGN

The City may, at its option, elect to proceed with additional services relating to the Project.

ARTICLE A4 REIMBURSABLE EXPENSES

A4.01 GENERAL

Reimbursable Expenses cover those services and items authorized by the City in addition to the Basic and Additional Services and consist of actual, direct expenditures made by the Consultant and the Subconsultant for the purposes listed below. Transportation, travel and per diem expenses shall not be considered as reimbursable expenses under this Agreement.

A4.01-1 Communications Expenses: Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the Consultant's various permanent offices and Subconsultants. The Consultant's field office at the Project site is not considered a permanent office. Cell phones will not be considered as reimbursable expenses under this agreement.

A4.01-2 Reproduction, Photography: Cost of printing, reproduction or photography, beyond that which is required by or of the Consultant's part of the work, set forth in this Agreement.

A4.01-3 Geotechnical Investigation: Identifiable Soil Borings and Reports and testing costs approved by the Project Manager.

A4.01-4 Permit Fees: All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the Consultant.

A4.01-5 Surveys: Site surveys and special purpose surveys when pre-authorized by the Project Manager.

A4.01-6 Other: Items not indicated in Article A4, Reimbursable Expenses, when authorized by the Project Manager.

A4.02 SUBCONSULTANT REIMBURSEMENTS

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant's agreement provides for reimbursable expenses and when such agreement has been previously approved, in writing, by the Director and subject to all budgetary limitations of the City and requirements of this Agreement.

ARTICLE A5 CITY'S RESPONSIBILITIES

A5.01 PROJECT AND SITE INFORMATION

City, at its expense and insofar as performance under this Agreement may require, may furnish Consultant with the information described below, or, if not readily available, may authorize Consultant to provide such information as an Additional Service, eligible as a Reimbursable Expense.

A5.01-1 Surveys: Complete and accurate surveys of building sites, giving boundary dimensions, locations of existing structures, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic data of a building site, and existing utilities information regarding sewer, water, gas, telephone and/or electrical services.

A5.01-2 Soil Borings, Geotechnical Testing: Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary; and, if required, an appropriate professional interpretation thereof and recommendations. Consultant shall recommend necessary tests to City.

A5.01-3 General Project Information: Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required establishing a program pursuant to Article A2.02, Schematic Design.

A5.01-4 Existing Drawings: Drawings representing as-built conditions at the time of original construction, subject to as-built availability. However, such drawings, if provided, are not warranted to represent conditions as of the date of receipt. Consultant must still perform field investigations as necessary in accordance with Article A2.01, Development of Objectives, to obtain sufficient information to perform its services. Investigative services in excess of "Normal Requirements," as defined, must be authorized in advance.

A5.01-5 Reliability: The services, information, surveys and reports described in Articles A5.01-1 through A5.01-4 above, shall be furnished at City's expense, and Consultant shall be entitled to rely upon the accuracy and completeness thereof, provided Consultant has reviewed all such information to determine if additional information and/or testing is required to properly design the Project.

A5.02 CONSTRUCTION MANAGEMENT

A5.02-1 During construction, Consultant and the Project Manager shall assume the responsibilities described in the general conditions and supplementary conditions of the construction contract relating to review and approval of the construction work by the Contractor.

A5.02-2 If City observes or otherwise becomes aware of any fault or defective Work in the Project, or other nonconformance with the contract during construction, City shall give prompt notice thereof to Consultant.

ATTACHMENT A

SCHEDULE A1 – SUBCONSULTANTS

FIRM NAME	CONSULTING FIELD
Gardner + Semler Landscape Architecture (GLSA)	Landscape Architects
Biscayne Engineering Company, Inc.	Survey
Geosol, Inc.	Geotechnical Engineering
InfraMap, Corp.	Subsurface Engineering Services

SCHEDULE A2 – KEY STAFF

NAME	JOB CLASSIFICATION
Eithel M. Sierra	Senior Project Manager
Lazaro Ferrero	Senior Engineer
Eduardo Martinez	Senior Engineer
Alejandro Leon	Project Engineer
Yuriel Addine	Project Engineer
Ivonne Lau	CADD Technician
Elizabeth Celeiro	Clerical

ATTACHMENT B - COMPENSATION AND PAYMENTS

ARTICLE B1 METHOD OF COMPENSATION

The fees for Professional Services for each Work Order shall be determined by one of the following methods or a combination thereof, at the option of the Director or designee, with the consent of the Consultant.

- a) A Lump Sum as defined in Article B3.01, Lump Sum.
- b) An Hourly Rate as defined in Article B3.02, Hourly Rate Fees, and at the rates set forth pursuant to the same.

B1.01 COMPENSATION LIMITS

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the Consultant payable by the City under this Agreement shall be limited to the amount specified in Article 2.05-1 Compensation Limits, as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the City have any liability for work performed, or as otherwise may be alleged or claimed by the Consultant, beyond the cumulative amount provided herein, except where specifically approved in accordance with the City Code by the City Manager or City Commission as applicable as an increase to the Agreement and put into effect via an Amendment to this Agreement.

B1.02 CONSULTANT NOT TO EXCEED

Absent an amendment to the Agreement or to any specific Work Order, any maximum dollar or percentage amounts stated for compensation shall not be exceeded. In the event they are so exceeded, the City shall have no liability or responsibility for paying any amount of such excess, which will be at the Consultant's own cost and expense.

ARTICLE B2 WAGE RATES

B2.01 FEE BASIS

All fees and compensation payable under this Agreement shall be formulated and based upon the averages of the certified Wage Rates that have been received and approved by the Director. The averages of said certified Wage Rates are summarized in **Schedule B1 - Wage Rates Summary** incorporated herein by reference. Said Wage Rates are the effective direct hourly rates, as approved by the City, of the Consultant and Subconsultant employees in the specified professions and job categories that are to be utilized to provide the services under this Agreement, regardless of manner of compensation.

B2.02 EMPLOYEES AND JOB CLASSIFICATIONS

Schedule B1 - Wages Rates Summary identifies the professions, job categories and/or employees expected to be used during the term of this Agreement. These include architects, engineers, landscape architects, professional interns, designers, CADD technicians, project managers, GIS and environmental specialists, specification writers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Work, the City reserves the right to recommend the use of the Consultant employees at particular Wage Rate levels.

B2.03 MULTIPLIER

For Work assigned under this Agreement, a maximum multiplier of 2.9 for home office and 2.4 for field office shall apply to Consultant's hourly Wage Rates in calculating compensation payable by the City. Said multiplier is intended to cover the Consultant employee benefits and the Consultant's profit and overhead, including, without limitation, office rent, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, stenographic, administrative and clerical support, other employee time or travel and subsistence not directly related to a project.

B2.04 CALCULATION

Said Wage Rates are to be utilized by the Consultant in calculating compensation payable for specific assignments and Work Orders as requested by the City. The Consultant shall identify job classifications, available staff, and projected man-hours required for the proper completion of tasks and/or groups of tasks, milestones, and deliverables identified under the Scope of Work as exemplified in **Schedule B1 - Wage Rates Summary**.

B2.05 EMPLOYEE BENEFITS AND OVERHEAD

Regardless of the method of compensation elected herein, compensation paid by the City shall, via the Multiplier, cover all the Consultant costs including, without limitation, employee fringe benefits (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance, and unemployment benefits), and an overhead factor. Failure to comply with this section shall be cause for termination of this Agreement.

B2.06 ESCALATION

There shall be no escalation clause as part of this Agreement.

ARTICLE B3 COMPUTATION OF FEES AND COMPENSATION

The City agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined above, as applicable, in the following manner:

B3.01 LUMP SUM

Compensation for a Scope of Work can be a Lump Sum and must be mutually agreed upon in writing by the City and the Consultant and stated in a Work Order. Lump Sum compensation is the preferred method of compensation.

B3.01-1 Lump Sum: Shall be the total amount of compensation where all aspects of Work are clearly defined, quantified and calculated.

B3.01-2 Modifications to Lump Sum: If the City authorizes a substantial or material change in the Scope of Services, the Lump Sum compensation for that portion of the Services may be equitably and proportionately adjusted by mutual consent of the Director or designee and Consultant, subject to such additional approvals as may be required by legislation or ordinance.

B3.01-3 Lump Sum compensation shall be calculated by Consultant, utilizing the Wage Rates established herein including multiplier, and reimbursable expenses. Prior to issuing a Work Order, the City may require Consultant, to verify or justify its requested Lump Sum compensation. Such verification shall present sufficient information as depicted in **Attachment A, Schedule A2 - Key Staff**.

B3.02 HOURLY RATE FEES

B3.02-1 Hourly Rate Fees shall be those rates for Consultant and Subconsultant employees identified in Schedule B1. All hourly rate fees will include a maximum not to exceed figure, inclusive of all costs expressed in the contract documents. The City shall have no liability for any fee, cost, or expense above this figure.

B3.02-2 CONDITIONS FOR USE

Hourly Rate Fees shall be used only in those instances where the parties agree that it is not possible to determine, define, quantify, and/or calculate the complete nature, and/or aspects, tasks, man-hours, or milestones for a Project or portion thereof at the time of Work Order issuance. Hourly Rate Fees may be utilized for Additional Work that is similarly indeterminate. In such cases, the City will establish an Allowance in the Work Order that shall serve as a Not to Exceed Fee for the Work to be performed on an Hourly Rate Basis.

B3.03 REIMBURSABLE EXPENSES

Any fees for authorized reimbursable expenses shall not include charges for the Consultant handling, office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications (above the quantities set forth in this Agreement), mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. All reimbursable services shall be billed to the City at direct cost expended by the Consultant. City authorized reproductions in excess of sets required at each phase of the Work will be a Reimbursable Expense.

The City will reimburse the Consultant for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Director or designee including, without limitation, detailed bills, itemized invoices, and/or copies of cancelled checks.

B3.04 FEES FOR ADDITIVE or DEDUCTIVE ALTERNATES

The design of additive and deductive alternates contemplated as part of the original Scope for a Project as authorized by the Director will be considered as part of Basic Services. The design of additive and deductive alternates that are beyond the original Scope of Work and construction budget may be billed to the City as Additional Services. The fees for alternates will be calculated by one of the three methods outlined above, as mutually agreed by the Director and the Consultant.

B3.05 FEES FOR ADDITIONAL SERVICES

The Consultant may be authorized to perform Additional Services for which additional compensation and/or Reimbursable Expenses, as defined in this Agreement under Article A4 and B3.03 respectively, may be applicable. The Consultant shall utilize the Work Order Proposal Form and worksheets, which can be found on the City's Webpage at <http://www.miamigov.com/MiamiCapital/forms.html>.

The webpage also provides the procedures for completing these forms. Failure to use the forms or follow the procedures will result in the rejection of the Work Order Proposal.

B3.05-1 Determination of Fee

The compensation for such services will be one of the methods described herein: mutually agreed upon Lump Sum or Hourly Rate with a Not to Exceed Limit.

B3.05-2 Procedure and Compliance

An independent and detailed Notice to Proceed (NTP), and an Amendment to a specific Work Order, shall be required to be issued and signed by the Director for each additional service requested by the City. The NTP will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the City of Miami regulations, including the Purchasing Ordinance, the Consultants' Competitive Negotiation Act, and other applicable laws.

B3.05-3 Fee Limitations

Any authorized compensation for Additional Services, either professional fees or reimbursable expenses, shall not include additional charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services and Subconsultant costs, the Consultant will apply the multiplier of one (1.0) times the amount expended by the Consultant.

B3.06 PAYMENT EXCLUSIONS

The Consultant shall not be compensated by the City for revisions and/or modifications to drawings and specifications, for extended construction administration, or for other work when such work is due to errors or omissions of the Consultant as determined by the City.

B3.07 FEES RESULTING FROM PROJECT SUSPENSION

If a project is suspended for the convenience of the City for more than three months or terminated without any cause in whole or in part, during any Phase, the Consultant shall be paid for services duly authorized, performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three (3) months, the Consultant's further compensation shall be subject to renegotiations.

ARTICLE B4 PAYMENTS TO THE CONSULTANT**B4.01 PAYMENTS GENERALLY**

Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work. The Subconsultant fees and Reimbursable Expenses shall be billed to the City in the actual amount paid by the Consultant. The Consultant shall utilize the City's Invoice Form, which can be found on the OCI website at <http://www.miamigov.com/MiamiCapital/forms.html>. Failure to submit invoice(s) within sixty (60) calendar days following the provision of Services contained in such invoice may be cause for a finding of default. Failure to use the City Form will result in rejection of the invoice.

B4.02 FOR COMPREHENSIVE BASIC SERVICES

For those Projects and Work Orders where comprehensive design services are stipulated, said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase.

B4.03 BILLING – HOURLY RATE

Invoices submitted by the Consultant shall be sufficiently detailed and accompanied by supporting documentation to allow for proper audit of expenditures. When services are authorized on an Hourly Rate basis, the Consultant shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to and incurred by the Subconsultants engaged on the Project. In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

B4.04 PAYMENT FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

Payment for Additional Services may be requested monthly in proportion to the services performed. When such services are authorized on an Hourly Rate basis, the Consultant shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to or costs incurred by the Subconsultants engaged on the project or task.

In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

B4.05 DEDUCTIONS

No deductions shall be made from the Consultant's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

ARTICLE B5 REIMBURSABLE EXPENSES**B5.01 GENERAL**

Reimbursable Expenses are those items authorized by the City outside of or in addition to the Scope of Work as identified in the Work Order (as Basic Services and/or Additional Services) and consist of actual expenditures made by the Consultant and the Consultants' employees, the Subconsultants, and the Specialty Subconsultants in the interest of the Work for the purposes identified below:

B5.01-1 Transportation: Transportation shall not be considered as reimbursable expenses under this Agreement.

B5.01-2 Travel and Per Diem: Travel and per diem expenses shall not be considered as reimbursable expenses under this Agreement.

B5.01-3 Communication Expenses: Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between Consultant and Subconsultants.

B5.01-4 Reproduction, Photography: Cost of printing, reproduction or photography, beyond that which is required by or of the Consultant to deliver services, set forth in this Agreement. All reimbursable expenses must be accompanied by satisfactory documentation. **Permit Fees:** All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the construction Contractor.

B5.01-6 Surveys: Site surveys and special purpose surveys when pre-authorized by the Project Manager.

B5.02 REIMBURSEMENTS TO THE SUBCONSULTANTS

Reimbursable Subconsultant's expenses are limited to the items described above when the Subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved

in writing by the Director and subject to all budgetary limitations of the City and requirements of Article B5, Reimbursable Expenses, herein.

ARTICLE B6 COMPENSATION FOR REUSE OF PLANS AND SPECIFICATIONS

B6.01 GENERAL

It is understood that all Consultant agreements and/or work Orders for new work will include the provision for the re-use of plans and specifications, including construction drawings, at the City's sole option, by virtue of signing this agreement they agree to a re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use.

ATTACHMENT B

SCHEDULE B1 – WAGE RATES SUMMARY

JOB CLASSIFICATION	NEGOTIATED HOURLY RATE	ADJUSTED LOADED HOURLY RATE (2.9 Multiplier)
Senior Project Manager	\$61.80	\$179.22
Senior Engineer	\$53.56	\$155.32
Project Engineer	\$46.35	\$134.42
CADD Technician	\$21.00	\$60.90
Clerical	\$17.00	\$49.30

ATTACHMENT C – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR THE PROFESSIONAL SERVICES AGREEMENT WITH A&P CONSULTING TRANSPORTATION ENGINEERS, CORP.

I. Commercial General Liability

- | | |
|---|--------------|
| A. Limits of Liability | |
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate Limit | \$ 2,000,000 |
| Personal and Adv. Injury | \$ 1,000,000 |
| Products/Completed Operations | \$ 1,000,000 |

B. Endorsements Required

City of Miami listed as additional insured
 Contingent & Contractual Liability
 Premises and Operations Liability
 Primary Insurance Clause Endorsement

II. Business Automobile Liability

- | | |
|--|--------------|
| A. Limits of Liability | |
| Bodily Injury and Property Damage Liability | |
| Combined Single Limit | |
| Owned/Scheduled Autos | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$ 1,000,000 |

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
 Statutory-State of Florida
 Waiver of Subrogation

Employer's Liability

- | | |
|---|--|
| A. Limits of Liability | |
| \$ 100,000 for bodily injury caused by an accident, each accident | |
| \$ 100,000 for bodily injury caused by disease, each employee | |
| \$ 500,000 for bodily injury caused by disease, policy limit | |

IV. Professional Liability/Errors and Omissions Coverage

Combined Single Limit	
Each Claim	\$ 2,000,000
General Aggregate Limit	\$ 2,000,000
Retro Date Included	

V. Network Security and Privacy Injury (Cyber Liability) If Applicable

Each Claim	\$ 2,000,000
Policy Aggregate	\$ 2,000,000
Retro Date Included	

Consultant agrees to maintain professional liability/Errors & Omissions coverage, along with Network Security and Privacy Injury (Cyber) coverage, if applicable, for at least 2 years after termination of the contract period subject to continued availability of commercially reasonable terms and conditions of such coverage.

VI. Umbrella Liability/Excess Liability

Each Occurrence	\$ 1,000,000
Policy Aggregate	\$ 1,000,000

City of Miami listed as an additional insured.

Coverage follows all lines of applicable coverage contained herein.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
A&P CONSULTING TRANSPORTATION ENGINEERS (A&P)
for
Civil Engineering Services Villagewide Roadway Improvements**

THIS AGREEMENT is made _____, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the “Provider”), and the **NORTH BAY VILLAGE**, a Florida municipal corporation, (hereinafter the “Village”).

RECITALS

WHEREAS,

WHEREAS, the Village and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the Village agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Provider shall furnish professional design services to the Village, as further set forth herein and in the attached documentation, provided in Exhibit “A” which is incorporated herein and made a part hereof by this reference, for the development of the Project, and shall include usual and customary civil engineering design requirements in accordance with the applicable engineering agency standards for the Project to produce an approved set of construction documents.
- 1.2 The “Scope of Services” includes a Project Schedule for the Project, which includes a breakdown of tasks, timeline and deliverables to the Village. The Design phase shall take no more than _____, unless extended by changes to the program or revisions, at the direction of the Village.
- 1.3 The Village’s anticipated construction budget for the Project is _____. It is understood that Provider will prepare a preliminary budget based on the information furnished to it by

the Village. The Village shall be responsible for determining the construction budget and shall inform the Provider in writing of the project budget. Provider is to prepare a design within that budget or to value engineer the prepared design for the Project to conform to the final budget for the Project. The Village shall not incur any additional costs for any value engineering services provided by Provider that are necessary to conform the Project design to the Village's final Project budget but only where the Provider's design exceeds the Village's final budget by more than 5%. The Village shall notify the Provider in writing of any changes to the Project program and shall adjust the project budget accordingly. The Village recognizes that Provider does not have control over the cost of labor, materials or equipment, the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Provider cannot and does not warrant or represent that bids or negotiated prices will not vary from the Village's budget for the cost of the work or from any estimate of the cost of the work or evaluation prepared or agreed to by the Provider. The Village recognizes that the anticipated development program of the Project will require the removal/relocation of certain recreational facilities that are currently part of the Prince Field recreation program, which may cause the Village to incur additional costs.

- 1.4 Provider is responsible for preparing permit application submittals and obtaining all permits from the Village of Miami Springs and all other relevant permitting authorities for the Project. Village shall be responsible for all costs and fees associated with applying for and obtained the required permits. In the event that permit applications and submittals must be changed, modified or adjusted for the permit to be granted, the Provider shall do so at its own expense but only to the extent the change, modification or adjustment to the permit applications and submittals is a direct result of an error or omission on the part of the Provider. When Construction Drawings are completed, Provider shall produce a construction cost estimate and assist the Village in developing a construction contract solicitation/negotiation package for the Village's use. If requested by the Village, Provider shall assist the Owner in negotiating the construction contract and performing value-engineering analyses, as necessary and Provider shall be compensated for these services as an Additional Service. Provider shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Provider shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Provider shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Provider's professional judgment with respect to this Project.

- 1.5 Provider shall prepare and deliver complete “Design Development Documents” for the Village’s approval which shall consist of drawings and other documents, including, but not limited to, plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Construction Documents shall illustrate and describe the further development of the design, and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work. Village and Provider acknowledge that, in order to construct the Project, a contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Provider shall review for the limited purpose of checking for conformance with the design concept expressed in the Construction Documents. The Design Development Documents shall also include draft specifications that identify major materials and systems and establish in general their quality levels. During the development of the Design Development Documents, Provider shall periodically submit the Design Development Documents to the Village and other consultants at the approximate mid-point of their completion and again just prior to their completion for the Village’s review and to allow for updates to the estimate of the Cost the Work,
- 1.6 Provider shall cooperate and coordinate with the Village to accomplish any design changes, ensuring that any and all design changes meet the requirements set forth herein. Any changes in the design necessitated or required by building officials or other authorities having jurisdiction shall be the responsibility of the Provider at no cost to the Village. Provider may authorize minor changes in the Work that are consistent with the intent of the Contract Construction Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. If a proposed change would modify any aspect of the design or design intent, Provider shall send the proposed change to the Village’s Representative, understood to be Lifespan Design Studio, and Village for review and approval. In the event design changes occurring during construction are approved by the Village, subject to the terms herein, the Provider shall prepare Change Orders and Construction Change Directives for the Village’s approval and execution in accordance with the Contract Documents. Provider shall maintain records relative to changes in the Project.
- 1.7 Provider shall assist the Village through the public competitive bidding of the Project for general contractors. Provider shall assist the Village in (1) obtaining competitive bids or negotiated proposals; (2) confirming

responsiveness of bids or proposals; and (3) assisting in determining the successful bid or proposal. The Village shall be solely responsible for the award of the construction contract to the general contractor so selected. Provider's assistance in the Village bidding process shall include, without limitation: participating in a pre-bid conference for prospective bidders; providing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; assisting in the evaluation of submitted information, evaluating requests for substitutions (if the Bidding Documents permit substitutions), and preparing addenda identifying approved substitutions to all prospective bidders for which Provider shall submit the proposed substitution to the Village for review and approval. Bid documents shall conform to the requirements of the Design Development Documents. Provider shall also participate in negotiations with prospective contractors, as directed by the Village.

- 1.8 Provider shall provide administration of the Contract between the Village and the Project General Contractor as set forth herein, as may be modified ("Construction Administration Services"). Specific tasks and responsibilities of Provider under the Construction Administration Services shall include those services specified herein and those reasonably related and typical of Construction Administration Services associated with a capital improvement project like the Project. Provider shall advise and consult with the Village during the construction phase of the Project. Provider shall have authority to act on behalf of the Village only to the extent provided in this Agreement and as specifically communicated to Provider. Provider shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project. Provider shall have no authority, unless expressly authorized by the Village in writing. Provider shall not be responsible for the Contractor's and its subcontractor's failure to perform appropriately in the construction of the Project. Provider shall be responsible for Provider's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, any acts or omissions of the General Contractor or of any other persons or entities performing portions of the Work.
- 1.9 Provider's responsibility to provide Construction Phase Services commences with the award of the contract for construction and terminates on the date Provider issues the final Certificate for Payment. Provider shall participate in periodic Project meetings or conference calls with the Village, other consultants, and/or contractor for purposes of approvals, progress discussions, comments and general coordination. Such periods shall be no more frequently than weekly unless situations determine otherwise. Provider shall attend and participate in on-site Project progress assessment meetings at established construction milestones. When

requested by the Village, Provider shall assist the Village in evaluating and resolving claims made by the construction contractor.

- 1.10 Provider shall visit the Project site once every two (2) weeks during the course of construction to resolve any unexpected field conditions, to become generally familiar with the progress and quality of the portion of the Project completed, and to determine, in general, if the work observed is being performed in a manner indicating that the Project, when fully completed, will be in accordance with the Contract Documents. Owner/Architect/Contractor meetings (“O/A/C Meetings”) shall also occur once every two (2) weeks during the course of construction. The site visits and O/A/C Meetings shall occur on the same day with the site visit taking place either immediately before or after the O/A/C Meeting. On the basis of the site visits, Provider shall keep the Village reasonably informed about the progress and quality of the portion of the portions of the Project that have been completed, and report to the Village (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Project. However, the Provider shall not be required to make continuous on-site inspections to check the quality or quantity of the Work. Site visits by Provider shall be as required, but ordinarily will not be more frequent than every other week. Provider has the authority to reject work performed by Contractor that does not conform to the Contract Documents. Whenever Provider considers it necessary or advisable, Provider shall have the authority to require inspection or testing of the work performed in construction of the Project in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Provider nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Provider to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 1.11 Provider shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Village or Contractor. Provider’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of Provider shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, Provider shall endeavor to secure faithful performance by both Village and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. Provider’s decisions on matters relating to aesthetic effect shall be final if consistent with the

intent expressed in the Contract Documents. If an interpretation involves the Design Standards or design intent, then Provider shall refer the matter to the Village for review.

- 1.12 Provider shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. Provider's certification for payment shall constitute a representation to the Village, based on the Provider's evaluation of the Contractor's work as provided in and on the data comprising the Contractor's Application for Payment, that, to the best of the Provider's knowledge, information and belief, the Contractor's work has progressed to the point indicated and that the quality of Contractor's work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Contractor's work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, (4) to specific qualifications expressed by Provider, and (5) subject to there being enough money left in the contract amount to complete the remainder of the contract work. The issuance of a Certificate for Payment shall not be a representation that Provider has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Tenants to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Provider shall maintain a record of the Applications and Certificates for Payment.
- 1.13 Provider shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of submittals.. Provider shall review and respond to submittals within ten (10) business days following receipt of a submittal. In accordance with the Provider-approved submittal schedule, Provider shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. Provider's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Provider, of any construction means, methods, techniques, sequences or procedures. Provider's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If the Contract Documents

specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, Provider shall specify the appropriate performance and design criteria that such services must satisfy. Provider shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

- 1.14 Provider shall review and respond to requests for information about the Contract Documents. If a request for information relates to the Design Standards or design intent, then Provider shall send the request for information to the Village for review and comment. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. Provider's response to such requests shall be made in writing within five (5) business days. If appropriate, the Providers shall prepare and issue supplemental Drawings and Specifications in response to requests for information. Provider shall maintain a record of requests for information, submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
- 1.15 Provider shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Village, for the Village's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Provider's inspections shall be conducted with the Village to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected ("Punch List"). When the Work is found to be substantially complete Provider shall work with the Village to confirm the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. To the extent applicable, Provider shall forward to the Village the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Village against liens; and (3) any other documentation required of the Contractor under the Contract

Documents. Upon request of the Village, and prior to the expiration of one year from the date of Substantial Completion, Provider shall, without additional compensation, conduct a meeting with the Village to review the facility operations and performance. Following said meeting to review the facility operations and performance, should Village request Provider to take any action of any kind, Provider shall be entitled to compensation as an additional service for any services as a result thereof.

- 1.16 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of Provider, any additional services provided in accordance with this section shall entitle Provider to additional compensation, as negotiated by the Parties, and an appropriate adjustment in Provider's schedule. Upon recognizing the need to perform the additional services, Provider shall notify the Village with reasonable promptness and explain the facts and circumstances giving rise to the need. Provider shall not proceed to provide any additional services until the Provider received written authorization from the Village. In addition, Provider shall have no obligation to proceed to provide any additional services until Provider receives written authorization from the Village. Additional services may include, without requirement or limitation, services necessitated by a change in the approvals given by the Village, or a material change in the Project by a substantial increase in project scope and size, or if the project is stopped for more than 6 months due to direct action of the Village; services necessitated by the Village's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification; preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Provider is party thereto; consultation concerning replace of work resulting from fire or other similar cause during construction; and/or services necessitated due to the Village's direct failure of its specific performance affecting the Provider's work.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect from the date of execution of Agreement until the completion of the tasks associated with the services, unless earlier terminated in accordance with Paragraph 8. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a Village prerogative, and not a right of the Provider.

- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the Village Manager.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:

The amount of \$56,673.32 (not to exceed), regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. The Village will also include a \$0.00 contingency in this agreement should the Village request additional scope of work to be completed. Use of contingency funds must be approved by the Village Manager or his/her designee prior to funds being released. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the not to exceed amount including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the Village, which approval shall not be unreasonably withheld. The bill[s] shall identify the services completed and the amount charged. The Provider will submit monthly invoices based on percentage of completion of the Project.

- 3.2 The Village shall pay Provider in accordance with the Florida Prompt Payment Act.

- 3.3 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount but shall pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager whose decision shall be final.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any of its subconsultants and shall maintain responsibility for all of its subconsultants' work related to the Project.

- 4.2 Any of Provider's subconsultants used on the Project must have the prior written approval of the Village Manager or his designee, which approval shall not be unreasonably withheld.

5. **Village's Responsibilities.**

- 5.1 The Village shall furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the Village. Unless otherwise provided for under this Agreement, upon written request of the Provider, the Village shall provide information in a timely manner regarding requirements for and limitations on the Project. The Village shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Village shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 5.2 The Village shall arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 The Village shall identify a representative authorized to act on the Village's behalf with respect to the Project. Such representative may change from time to time. The Village shall render decisions and approve Provider's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Provider's services. If requested in writing by Provider, the Village's response to such requests shall be made in writing within five (5) calendar days of the Village's receipt of all information required for the Village to render decisions and approvals of the Provider's submittals.
- 5.4 The Provider shall coordinate the services of the Village's other consultants with those services provided by Provider. The Provider, however, shall not be responsible in any way for any errors or omissions in the services provided by the Village's other consultants nor shall the Provider be responsible in any way for any delays caused by or attributable to the Village's other consultants. The Village shall furnish the services of consultants other than those designated in this Agreement subject to the limitations above, or authorize Provider to furnish them as

an additional service, when the Provider requests such services and demonstrates that they are reasonably required by the scope of the Project. Provider shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

- 5.5 The Village shall provide prompt written notice to the Provider if the Village becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Provider's Instruments of Service.
- 5.6 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Village shall endeavor to communicate with Provider's consultants through the Provider about matters arising out of or relating to the Contract Documents. The Village shall promptly notify Provider of any direct communications that may affect the Provider's services.
- 5.7 The Village shall provide the Provider a copy of the executed agreement between the Village and Contractor, including the General Conditions of the Contract for Construction.
- 5.8 The Village shall provide the Provider access to the Project site prior to commencement of the Provider's services and shall obligate the Contractor to provide the Provider access to the Project wherever it is in preparation or progress.
- 5.9 The Provider shall be entitled to rely on the completeness and accuracy of all information furnished to it by the Village.

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by architect under similar circumstances. If at any time during the term of this Agreement or within any legally recognized period from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the Village Manager, the Provider shall, at Providers sole expense, immediately correct the work.
- 6.2 Provider shall provide the specific professional services as set forth below: Provider shall coordinate with all consultants and sub-consultants, including the interior designer, to deliver coordinated plans; sections; elevations; details; furniture plans; finishes plans, schedules and specifications; upholstery specifications; drapery and window treatment specifications; final wall and floor covering specifications, specialty

lighting specifications, scheduling of all furniture, fixtures, equipment and design specialties; and an art and accessories manual subject to the limitations set forth in section 5.4 above. Provider is responsible for ensuring that all aspects of its design and specifications for all elements of the Project conform to all applicable fire, life/safety, building and accessibility codes. Provider is responsible to ensure that all of its subconsultants are thoroughly and properly coordinated so as to avoid conflicts and claims for extras or time impacts by the construction contractor. Provider is responsible for producing minutes of all meetings or conference calls with the Village and design team during Design Development and Construction Document phases and with the Village, design team and construction contractor during construction.

- 6.3 Provider warrants that in transmitting documentation associated with the performance under this Agreement or any other information, the transmitting party is the copyright of such information or has permission from the copyright to transmit such information for its use on the Project. If the Village intends to transmit work product or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Provider and the Provider's subconsultants shall be deemed the authors and owner of their respective work product, including the drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights, until accepted or approved by the Village and full and final payment is made by the Village to Provider. When work product is accepted, approved and when final payment is made to Provider by the Village, the work product shall become Works for Hire and shall be exclusively owned by the Village. Any unpaid use of the work product by the Village for a project other than the Project shall be at the Village's sole risk and without liability to the Provider and the Provider's subconsultants. Moreover, if Village makes any changes or modifications to work product for a project other than the Project, then Provider and Provider's subconsultants shall not be liable or responsible for said modifications. In addition, Village shall indemnify, hold harmless and defend Provider for any and all unauthorized or misuse of Provider's work product by Village.

7. **Claims and Disputes; Fees; & Waiver of Jury Trial.**

- 7.1 The Village and Provider shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 8 years after the date of Substantial Completion of the Work. The Village and Provider waive all claims and causes of action not commenced in accordance with this Section.

- 7.2 Any dispute shall be subject to mediation as a prerequisite to filing any action hereunder. The parties shall share the mediator's fee equally. The mediation shall be held in Miami-Dade County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 7.3 If the parties do not resolve a dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

8. **Termination.**

- 8.1 The Village Manager without cause may terminate this Agreement upon seven (7) days written notice to the Provider.
- 8.2 Upon receipt of the Village's written notice of termination, Provider shall stop work on the Project.
- 8.3 In the event of termination by the Village, the Provider shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the Village, in a hard copy and electronic format specified by the Village within 14 days from the date of the written notice of termination or the date of expiration of this Agreement subject to the limitation set forth in 8.5 below..
- 8.5 The right of the Village to use work product prepared by Provider and/or Provider's subconsultants shall not survive termination of this Agreement, unless Provider has received full and final payment of all sums under the Agreement or Provider is in material breach of this Agreement.
- 8.6 Provider may terminate this Agreement for a material breach of any term hereof after having given the Village written notice of the alleged breach and a fifteen (15) day period within which to cure same.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the

State of Florida and have agents upon whom service of process may be made in the State of Florida.

- 9.2 Certificates of Insurance shall be provided to the Village at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The Village further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Provider shall indemnify and hold harmless the Village, its officers and employees, from and against any and all demands, claims, losses, suits, liabilities, judgment or damages, but only to the extent arising out of, related to, or connected with Provider's negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement, as determined by judgment and/or good faith settlement. Provider shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's negligent performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with

any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the Village constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.
- 12.4 Village shall indemnify and hold harmless the Provider, its officers and employees, from and against any and all demands, claims, losses, suits, liabilities, judgment or damages, but only to the extent arising out of, related to, or connected with Village's failure to perform any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Village and third parties made pursuant to this Agreement, as determined by judgment and/or good faith settlement. Village shall reimburse the Provider for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Village's failure to perform any provision of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

13. **Remedies.**

- 12.1 The total amount of all claims the Village may have against the Provider under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the Provider's fees for services related to this Agreement or \$500,000.00. As the Village's sole and exclusive remedy under this Agreement, any claim, demand or suit shall be directed and/or asserted only against the Provider and not against any of the Provider's employees, officers or directors as set forth in more detail below at Article 29.1.
- 12.2 Neither the Village nor the Provider shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Ralph Rosado
 Village Manager
 North Bay Village
 1666 Kennedy Causeway
 North Bay Village, FL 33141

With a Copy to: Daniel A Espino, Esq.
 Weiss Serota Helfman Cole & Bierman, P.L.
 Village Attorney
 2525 Ponce De Leon Boulevard, 7th Floor
 Coral Gables, FL 33134

For The Provider: _____

14. **Governing Law.**

- 14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

- 15.1 This writing and any addenda hereto, along with the RFQ and Provider's proposal attached hereto as Exhibit A, as well as additional exhibits delineated below comprise the entire Agreement of the parties. The "Agreement Documents" listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, with the most recent any addenda or agreement superseding any other documentation, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

Agreement

Exhibits to the Agreement

Exhibits to the Agreement include the following:

Exhibit A – Provider's Fee Proposal dated August 15, 2019

Adopted RFQ documents from City of Miami

This agreement further supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

- 16.1 Upon full and final payment of all monies owed to the Provider, all records, documents, maps, data, deliverables, and papers (the "Records") that result from the Provider providing services to the Village under this Agreement shall be the property of the Village. The Village agrees, to the fullest extent permitted by law, to indemnify and hold Provider harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Records by the Village or any person or entity that obtains the Records from or through the Village.
- 16.2 The Village Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 16.3 Provider shall comply with public records laws, specifically, without limitation, to:
- 16.3.1 Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- 16.3.2 Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- 16.3.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- 16.3.4 Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

- 16.4 The Village may cancel this Agreement for if Provider refuses or fails to comply with this section, to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes, and/or to comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the Village Manager, which approval shall not be unreasonably withheld. The Village is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

- 19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

- 20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
- 20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits

required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida ;

20.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

20.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the Village for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver.**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions.**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the Village or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces as may be necessary to meet Village needs. If the condition of force majeure exceeds a period of fourteen (14) days, the Village may, at its option and discretion, cancel or renegotiate the Agreement.

28. **Florida Contracts.**

28.1 PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT OF PROVIDER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE

29. **Counterparts.**

29.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

NORTH BAY VILLAGE

Elora Riera, Village Clerk

By: _____
Ralph Rosado Village Manager
Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the North Bay Village Only:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

By: _____
Its: _____
Date: _____



ITEM NO. 11D

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Brent Latham, Mayor

THROUGH:

SUBJECT: Florida Mayors Summit on Flooding and Sea Level Rise

RECOMMENDATION

BACKGROUND AND ANALYSIS

The American Flood Coalition is hosting a D.C. summit on October 21st and 22nd focused on an issue of critical importance to our country: flooding and sea level rise. At this event, Mayors from Coalition-member cities will share their perspectives about the challenges and opportunities of local flooding adaptation with fellow Mayors and the Florida Congressional Delegation. The event will feature brainstorming workshops, educational roundtables, and expert speakers, to be announced closer to the event date. Please see attached opinion from the Commission on Ethics.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST

19 West Flagler Street, Suite 820 · Miami, Florida 33130

Phone: (305) 579-2594 · Facsimile: (305) 579-0273

Website: ethics.miamidade.gov

MEMORANDUM

TO: Honorable Brent Latham
Mayor, North Bay Village

FROM: Jose Arrojo, Executive Director
Commission on Ethics

SUBJECT: INQ 19-79, Sponsored Travel Costs – Washington, DC - Sea Level Rise Conference, Sections 2-11.1 (w), (g) and (e)(4)

DATE: August 22, 2019

CC: All COE Legal Staff

Thank you for contacting the Miami-Dade Commission on Ethics and Public Trust and requesting our guidance regarding the following proposed transaction.

Facts:

The American Flood Coalition (AFC) is a 501(c)(3) not-for-profit organization that self describes as a nonpartisan group of political, military, business, and local leaders that have come together to drive adaptation to the reality of higher seas, stronger storms, and more frequent flooding. The coalition seeks to advance national solutions that support flood-affected communities and protect our nation's residents, economy, and military installations.

The AFC is not known to be a vendor or proposer in North Bay Village.

The AFC is hosting a Florida Mayors Summit on Flooding 7 Sea Level Rise in Washington, DC in October 2019. The summit is described as an opportunity for Florida Mayors to learn about solutions to sea level rise.

The AFC has invited Mayor Brent Latham to attend the summit and may reimburse him for some or all of his costs of attendance.

Issue:

The question presented is whether Mayor Latham may accept funds from AFC to cover travel, attendance, and room and board expenses related to his attendance at the Washington, DC conference.

Discussion:

Section 2-11.1(w) of the Miami-Dade Conflict of Interest and Code of Ethics Ordinance (Ethics Code) prohibits officials or employees from accepting, directly or indirectly, any travel expenses, including, but not limited to transportation, lodging, meals, registrations fees and incidentals from any municipal contractor, vendor, service provider, bidder or proposer. This restriction may be waived by a majority vote of the elected body.

It is reported that the funding entity for the proposed travel to Washington, DC, the AFC, is not a municipal contractor, vendor, service provider, bidder or proposer.

Also, Section 2-11.1(g) of the Ethics Code prohibits public officials from exploiting their official position for private gain or benefit. However, attending a conference on sea level rise when you are the Mayor of a Florida city surrounded by water is objectively a laudable public purpose.

Finally, Section 2-11.1 (e)(4) of the Ethics Code requires disclosure of any gift having a value of \$100 or more. In this instance, airfare, room and board, meals and beverages would constitute gifts that would have to be reported by filing a copy of gift disclosure forms required by Chapter 112, Florida Statutes, for local officers, with the appropriate receipt entity.

Opinion:

The expressed purpose for the Mayor's travel to Washington, DC is to attend a sea level rise conference for Florida Mayors.

The attending official is the Mayor of a Florida city that is surrounded by water.

AFC will be sponsoring the event and may pay costs expended by the local official's air travel, room and board, and meals. AFC is not known to be a municipal contractor, vendor, service provider, bidder or proposer.

The local official will be reporting the costs associated with the travel as a gift expenditure pursuant to the Code of Ethics and applicable state statutes.

Accordingly, Mayor Latham, may accept the invitation to travel and allow AFC to assume the costs associated with the travel to Washington, DC to attend the event as described above.

This opinion is limited to the facts as presented to the Commission on Ethics and is limited to an interpretation of the County Ethics Code only and is not intended to interpret state laws. Questions regarding state ethics laws should be addressed to the Florida Commission on Ethics.

INQs are informal ethics opinions provided by the legal staff after being reviewed and approved by the Executive Director. INQs deal with opinions previously addressed in public session by the Ethics Commission or within the plain meaning of the County Ethics Code. RQOs are opinions provided by the Miami-Dade Commission on Ethics and Public Trust when the subject matter is of great public importance or where there is insufficient precedent. While these are informal opinions, covered parties that act contrary to the opinion may be referred to the Advocate for preliminary review or investigation and may be subject to a formal Complaint filed with the Commission on Ethics and Public Trust.



ITEM NO. 11E

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Carla Maglio Gomez, Human Resources Director

THROUGH:

SUBJECT: Resolution Authorizing the Waiver of Competitive Bidding and to Authorize the Village Manager to Execute a Contract with Automated Data Processing (ADP) for Payroll, Timekeeping and Human Capital Management Solutions

RECOMMENDATION

Village Administration is requesting the Mayor and Village Commission to waive competitive bidding and authorize the Village Manager to execute an amended contract with Automated Data Processing (ADP) for payroll, timekeeping and human capital management solutions.

BACKGROUND AND ANALYSIS

North Bay Village currently employs approximately 82 employees, which is considered a mid-sized employer. Since 2006, the Village has utilized ADP Resource, an Administrative Services Offering (ASO) for payroll, timekeeping and human capital management. ADP Resource is a platform designed for small businesses (50 employees or less). Upon further analysis, the Administration has identified an alternative software platform through ADP (ADP Workforce Now) that is better suited for mid-size employers. Upgrading to ADP Workforce Now will provide added features for enhanced payroll, time & attendance, paid time off tracking, benefits administration with carrier feeds, applicant tracking system, onboarding, document cloud storage, advanced HR analytics and performance evaluations. Transitioning to ADP Workforce Now will help to alleviate the excessive manual workload for the Human Resources Department.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

FY 2019-20 estimated annual cost = \$29,018, an annual savings of approximately \$16,982.

PERSONNEL IMPACT

Implementation of the new ADP platform is estimated to take approximately eight (8) weeks. Significant staff time from Human Resources and Payroll will be necessary to ensure a streamlined transition.

Memorandum



To: Ralph Rosado, Village Manager
Carla Gomez, Human Resources Director

From: Yolanda Menegazzo, CEO
LagomHR, Inc.

Date: August 9, 2019

Introduction

Automated Data Processing (ADP) is a global Human Capital Management system offering HR, payroll, talent, time, tax, and benefits administration solutions to organizations of various sizes since 1961. North Bay Village has been a client of ADP for over fifteen years.

LagomHR, Inc. has assessed the current configurations and services provided by ADP to North Bay Village.

Findings

LagomHR has identified the following deficiencies and areas of room for improvement in the current ADP solution:

➤ **Lack of Interfacing between Payroll and Time & Attendance Modules**

The lack of communication between the Payroll Module and Time & Attendance Module creates a need for the payroll administrator to conduct a manual data import of timecards into the Payroll Module, which is a time-consuming process that could conceivably lead to discrepancies in pay.

➤ **Inadequate ADP Version**

North Bay Village currently uses ADP Resource, which is an Administrative Services Offering (ASO) designed for small businesses under 50 employees. North Bay Village currently has 93 individuals on payroll based on the most current Census Report run on 08/09/2019. ADP offers other solutions that are better suited for North Bay Village, which is considered a mid-size employer.

➤ **Human Resources Manual Processes**

Most of the day to day job functions, tasks, and processes are currently completed manually in the Human Resources Department. The existing HR/payroll provider ADP offers automated services that are currently not being utilized and/or not being utilized to the fullest extent, adding unnecessary and time-consuming workload to the Payroll Administrator and Human Resources Department.

➤ **Unused Services – HR Advisor**

The current ADP agreement includes a Human Resources Advisor that from our knowledge is not being utilized or has been rarely consulted over the years. This service is also unnecessary at this time given that the Village has an experienced Human Resources Director on staff.

➤ **Lack of Employee Engagement on ADP Resource (No Employee Self-Service)**

Employees have viewing permissions for demographic information and pay history only. Human Resources forms are not available for download on the ADP Employee View. Employees do not have the permissions to modify their information for emergency contacts, direct deposit banking information, home address and telephone numbers, benefits enrollment, beneficiary information, and other features that are commonly offered by Human Capital Management systems.

Overpayment of ADP Services

The table below depicts a 3-year history of the North Bay Village ADP Invoices. This fiscal year's estimated ADP expenses are \$45,906.90. North Bay Village is significantly overpaying in the existing services of ADP Resource.

Fiscal Year 2018-2019: October 1, 2018 - September 30, 2019		
Service Month/Year	Invoice Date	Invoice Amount
October 2018	11/1/2018	\$ 3,593.65
November 2018	12/1/2018	\$ 3,593.65
December 2018	1/1/2019	\$ 3,590.25
January 2019	2/1/2019	\$ 3,667.05
February 2019	3/1/2019	\$ 3,696.05
March 2019	4/1/2019	\$ 3,696.05
April 2019	5/1/2019	\$ 3,665.35
May 2019	6/1/2019	\$ 3,779.05
June 2019	7/1/2019	\$ 4,156.45
July 2019	8/1/2019	\$ 4,156.45
August 2019 *estimate*	9/1/2019	\$ 4,156.45
September 2019 *estimate*	10/1/2019	\$ 4,156.45
2018-2019 Fiscal Year Totals		\$ 45,906.90

Fiscal Year 2017-2018: October 1, 2017 - September 30, 2018		
Service Month/Year	Invoice Date	Invoice Amount
October 2017	11/1/2017	\$ 3,896.05
November 2017	12/1/2017	\$ 3,896.05
December 2017	1/1/2018	\$ 3,896.05
January 2018	2/1/2018	\$ 3,969.95
February 2018	3/1/2018	\$ 3,702.45
March 2018	4/1/2018	\$ 3,821.65
April 2018	5/1/2018	\$ 3,858.95
May 2018	6/1/2018	\$ 3,700.85
June 2018	7/1/2018	\$ 3,933.25
July 2018	8/1/2018	\$ 3,858.95
August 2018	9/1/2018	\$ 3,858.95
September 2018	10/1/2018	\$ 3,670.45
2017-2018 Fiscal Year Totals		\$ 46,063.60
Fiscal Year 2016-2017: October 1, 2016 - September 30, 2017		
Service Month/Year	Invoice Date	Invoice Amount
October 2016	11/1/2016	\$ 3,604.15
November 2016	12/1/2016	\$ 3,568.05
December 2016	1/1/2017	\$ 3,602.55
January 2017	2/1/2017	\$ 3,636.85
February 2017	3/1/2017	\$ 3,564.85
March 2017	4/1/2017	\$ 3,600.95
April 2017	5/1/2017	\$ 3,672.55
May 2017	6/1/2017	\$ 3,672.55
June 2017	7/1/2017	\$ 3,778.75
July 2017	8/1/2017	\$ 3,969.95
August 2017	9/1/2017	\$ 3,933.25
September 2017	10/1/2017	\$ 3,821.65
2016-2017 Fiscal Year Totals		\$ 44,426.10

Newly Negotiated Proposal

LagomHR, Inc. brought various areas of concern to the attention of ADP together with a request for an increase in services/features offered. We were able to successfully obtain a large reduction in fees that includes the requested Human Capital Management modules listed below in a new version of ADP called ADP Workforce Now, built for mid-size to large organizations. **The newly negotiated rates reflect a savings of over 50% in annual fees with all the enhanced features of Payroll, Time & Attendance, Paid Time Off Tracking, Benefits Administration with Carrier Feeds,**

Applicant Tracking System, Onboarding, Document Cloud, Advanced HR Analytics, and Performance Evaluations.

ADP Workforce Now Included Services in Newly Negotiated Proposal (see attached ADP Proposal for more detailed information):

Enhanced Payroll

- Tax Filing Service • Employee and Manager Self Service
- Payment Services • Paid Time Off Accruals
- Reports Library and Custom Report Writer • ADP Portal with Customized Content
- Wage Garnishment Processing • Access to Mobile Apps
- New Hire Reporting • Employee Discount Program
- General Ledger Solution • Group Term Life Auto Calculation
- One Delivery Location • Online Reports and Pay Statements

Enhanced HR

- Employee Development Tracking
- Paid Time Off (PTO) Accruals Engine • Onboarding
- Multiple Language & Currencies • Compliance Reporting
- Country Specific Workflows & Processes • Organization Charting
- Country Specific Custom Fields & Formatting • Policy Acknowledgement

Benefits Administration

- Multiple Benefit Plan Types • Dependent & Beneficiary Tracking
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Employee Open Enrollment
- Notifications & Approvals • ACA Measurement Dashboard
- Invoice Auditing • Evidence of Benefit Offering Screens
- Annual 1095-C Forms • Annual 1094-C Filing

Document Cloud

- Secure Cloud Based Document Storage • Digital Employee Record
- Search & Auditing Functionality • Roles Based Security

Analytics

- Pre-Configured Key Performance • Ability to Customize Additional KPIs
- Executive Dashboard

Enhanced Insights

- Visual comparisons between your data and market averages
- Filters to obtain granular benchmarks
- Annual compensation explorer for deep compensation insight
- Pay Equity Explorer

Essential Time

- Time Collection • Rule Based Calculations

- PTO Management & Reporting • Scheduling
- Request & Approval Workflows • Mobile Access

Newly Proposed Pricing from ADP for services/features listed above based on 82 employees:

\$22,574.42 Proposed Annual Fees

\$2,400 Proposed One-Time Implementation Fees

Conclusion & Final Recommendation

LagomHR is recommending to accept the ADP proposal for the upgrade to Workforce Now with all the added features of Enhanced Payroll, Time & Attendance, Paid Time Off Tracking, Benefits Administration with Carrier Feeds, Applicant Tracking System, Onboarding, Document Cloud, Advanced HR Analytics, and Performance Evaluations for a total annual fee of \$22,574.42 and one-time implementation fees of \$2,400.00.

The upgrade to ADP Workforce Now is a better solution for North Bay Village as a mid-size employer and will alleviate a large amount of manual workload for the Human Resources staff, allowing the Human Resources Department the opportunity to conduct proactive HR initiatives.

In order to confirm that LagomHR negotiated a competitive rate with ADP, we obtained a second proposal from Paylocity, a well-known and established Human Capital Management solution for approximately \$26,000 in annual fees. The Paylocity proposal is attached for your reference and the proposal was “apples to apples” comparison with the ADP requested features.

Should North Bay Village decide to move forward with ADP, the upgrade is estimated to be completed in a matter of months versus a full transition to a new HR/payroll solution is estimated to be completed in over one year. It is also important to note that there would be no loss of fifteen years of historical pay data should North Bay Village remain with ADP.

As discussed with the Village Attorney, North Bay Village would request from the Village Commission to waive the competitive bidding process for a HR/payroll solution and move forward with the revised proposal from ADP.

Thank you.

Company Information

City Of North Bay Village
1700 Kennedy Cswy Suite 132
North Bay Village, FL 33141
United States

Executive Contact

Yolanda Menegazzo
ymenegazzo@nbvillage.com

(305) 756-7171



82

Total
Employees



\$2,400.00

Implementation
Costs



\$26,618.18

Total Annual
Investment



(\$4,043.76)

Total Annual Savings during
promotional period; See
Terms

Expiration

8/22/2019

ADP Sales Associate

Sheril Bonilla
Senior Elite CS Consultant
sheril.bonilla@adp.com
954-518-6103

Sales Order

Quote Number
02-2019-912941.3

Company Information


North Bay Village 1700
Kennedy Cswy Suite 132 North
Bay Village, FL 33141 United
States

Executive Contact

Yolanda Menegazzo
Assistant Village Manager
yolanda@lagomhr.net
(305) 756-7171

Processing Fees and Considerations

Number of Employees: 82 on City Of North Bay Village

 Per Processing	Count	Min	Base	Rate	Bi-Weekly	Annual
---	-------	-----	------	------	-----------	--------

Workforce Now Payroll Solutions

82

-


\$95.00

\$9.73

\$892.86

\$23,214.36

- Enhanced Payroll
 - Enhanced HR
 - Benefits Administration
 - Document Cloud
 - Analytics
 - Enhanced Insights
 - Essential Time
- Employment and Income Verification
- Employment Verification

 Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
---	-------	-----	------	------	---------	--------

Talent Management and Activation

82

-

-

\$2.88

\$236.16

\$2,833.92

- Performance and Goal Management
- Recruitment and Talent Acquisition


Additional Jurisdiction (if applicable)

2+

\$8.95/month

International Employees Rate (if applicable)

\$3.00/month

 Annual Processing	Count	Min	Base	Rate	Annual
--	-------	-----	------	------	--------

Year End Forms, W2s or 1099s


82

-

-

\$6.95

\$569.90


 Total Annual Investment	Total Annual
--	--------------

Workforce Now Services

\$26,618.18

Estimated Value of Total Annual Concession; Already applied to values above:

\$2,915.92

 Other Considerations	Count	Rate	Setup
---	-------	------	-------

Hardware and Other Fees

- Professional Services: Pay Check History Conversion

1

\$2,400.00

\$2,400.00

Sales Order

Quote Number
02-2019-912941.3

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ymenegazzo@nbvillage.com
(305) 756-7171

Implementation

- Client will load hours history themselves

N/A



Total Other Considerations

Total Setup

Implementation and Setup
Implementation Discount Value

\$16,400.00
(\$14,000.00)

Estimated Total Net Implementation

\$2,400.00

Company Information

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(305) 756-7171

Important Project and Billing Information

Product

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

Billing for all modules bundled under Talent Activation Suite will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the Workforce Now database paid in the previous calendar month.

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work. For additional Terms see Annex X of the Master Service Agreement

Promotion

Promotion is spread over the first two (2) years of services (also referred to as the Promotional Period) applying to months 7 & 8 each year from each product/controls start date. Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings during the promotional month(s) and actual number of employees paid during the promotional months.

Other

Start Date: Payroll:9/16/2019 | HCM:9/16/2019 | Time:9/16/2019

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.

Expiration Date: 8/22/2019

Sales Order

Quote Number
02-2019-912941.3

Company Information

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North Bay Village, FL 33141
United States

Executive Contact

Yolanda Menegazzo
Assistant Village Manager
ymenegazzo@nbvillage.com
(305) 756-7171

Summary

Estimated Annual Net Investment:	\$26,618.18	Total Net Implementation:	\$2,400.00
Estimated Annual Net Investment during promotional period:	\$22,574.42		
Estimated Annual Concession (already applied): \$2,915.92			

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, LLC

Client: City Of North Bay Village

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Company Information

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Executive Contact

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(305) 756-7171

Workforce Now Included Services

Enhanced Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- New Hire Reporting
- General Ledger Solution
- One Delivery Location

Enhanced HR

- Employee Development Tracking
- Paid Time Off (PTO) Accruals Engine
- Multiple Language & Currencies
- Country Specific Workflows & Processes
- Country Specific Custom Fields & Formatting

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms

Document Cloud

- Secure Cloud Based Document Storage
- Search & Auditing Functionality

Analytics

- Pre-Configured Key Performance
- Executive Dashboard

Enhanced Insights

- Visual comparisons between your data and market averages
- Annual compensation explorer for deep compensation insight

Essential Time

- Time Collection
- PTO Management & Reporting
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- Employee Open Enrollment
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing

- Digital Employee Record
- Roles Based Security

- Ability to Customize Additional KPIs

- Filters to obtain granular benchmarks

- Pay Equity Explorer

- Rule Based Calculations
- Scheduling
- Mobile Access

Sales Order

Quote Number
02-2019-912941.3

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(305) 756-7171

Workforce Now Included Services

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review

Recruitment and Talent Acquisition

- Requisition Process & Reporting
- Post Directly to Job Boards & Social Sites Media

- Client access to Electronic Reports and Tools
- Immigration Verifications

- Employee Goal Management
- Manager Dashboard

- Metrics behind Cost & Time to Hire
- Mobile Experience for Candidates

Thank you for your consideration

ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

City Of North Bay Village
1700 Kennedy Cswy Suite 132

North Bay Village, FL 33141, United States

Attention
Yolanda Menegazzo

07-08-2019
(Effective Date)

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement (the "Agreement")

ANNEX A:	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL PROCESSING & TAX FILING; EMPLOYMENT VERIFICATION SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES
ANNEX D:	HR, BENEFITS AND TALENT MANAGEMENT SERVICES
ANNEX X:	PROFESSIONAL SERVICES (**Additional terms and Conditions if Client requires Services to be performed by ADP Professional Services)

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

This Agreement includes the Annexes related to the services selected by Client. Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

ADP, LLC		CLIENT	
_____ (Signature of Authorized Representative)		_____ (Signature of Authorized Representative)	
_____ (Name - Please Print)		_____ (Name - Please Print)	
_____ (Title)	_____ (Date)	_____ (Title)	_____ (Date)

1 Definitions.

- 1.1** “**ADP**” has the meaning set forth on the cover page.
- 1.2** “**ADP Application Programs**” means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3** “**ADP Workforce Now**” means ADP’s web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.4** “**Agreement**” means this Major Accounts Services- Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each Amendment, if any.
- 1.5** “**Affiliate**” means any individual, corporation or partnership or any other entity or organization (a “**person**”) that controls, is controlled by or is under common control of a party. For purposes of the preceding definition, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.6** “**API**” means ADP approved application programming interface(s) that support point to point interaction of different systems.
- 1.7** “**Approved Country**” means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.8** “**Access Country**” has the meaning set forth in Section 2.3.
- 1.9** “**Business Day**” means any day, except a Saturday, Sunday or a day on which ADP’s bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.10** “**Client**” has the meaning set forth on the cover page.
- 1.11** “**Client Content**” means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.12** “**Client Group**” means Client and Client’s Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.13** “**Client Infringement Event**” means (i) any change, or enhancement in the Services made by Client or any third party on behalf of Client other than at the direction of, or as approved by, ADP, (ii) Client’s use of the Services except as contemplated by this Agreement, or (iii) to the extent ADP Application Programs include computer software programs, Client’s use of other than the most current release or version of such computer software programs included in the ADP Application Programs, or Client’s failure to use corrections or enhancements to such computer software programs included in the ADP Application Programs, in each case provided by ADP to Client at no charge, that results in a claim or action for infringement that could have been avoided by use of such current release or version, or by such corrections or enhancements.
- 1.14** “**Confidential Information**” means all information of a confidential or proprietary nature, including pricing and pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 1.15** “**Documentation**” means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.16** “**General Terms and Conditions**” means the terms and conditions contained in this Annex A.
- 1.17** “**Gross Negligence**” has the meaning set forth in Section 7.3.1.
- 1.18** “**Improvements**” has the meaning set forth in Section 5.4
- 1.19** “**Incident**” means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client’s Personal Information.
- 1.20** “**Indemnitees**” has the meaning set forth in Section 6.3
- 1.21** “**Indemnitor**” has the meaning set forth in Section 6.3.
- 1.22** “**Intellectual Property Rights**” means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.23** “**Internal Business Purposes**” means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.24** “**NACHA**” means the National Automated Clearing House Association.
- 1.25** “**Payee**” means any intended recipient of payments under the Payment Services and may include Client’s employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client’s employees and independent contractors.
- 1.26** “**Payment Services**” means any Services that involve electronic or check payments being made by ADP to third parties on Client’s behalf and at its direction.

- 1.27 **"Personal Information"** means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.28 **"Price Agreement"** means a supplemental agreement between the parties that addresses future price increase rates on certain Services over a specific period of time.
- 1.29 **"Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.30 **"Services"** means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- 1.31 **"SOC 1"** means any routine Service Organization Control 1 reports.
- 1.32 **"Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.33 **"User"** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.

2 Provision and Use of Services

- 2.1 **Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 **Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services.
- 2.3 **Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. In addition, the ADP Workforce Now HR and/or Talent modules (but specifically excluding Document Cloud and Onboarding Services), may be accessed by Client's HR Administrator to track employees located in the countries specified on the ADP Workforce Now Approved Country (Global Suitability) List found at www.productdescription.majoraccounts.adp.com (each an "Access Country"). For the avoidance of doubt, the ADP Workforce Now HR and/or Talent modules are intended to be used within the United States only and for tracking purposes only when used as a Client's HR global system of record.
- 2.4 **Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 **Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

3 Compliance.

- 3.1 **Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any rule and regulations applicable to ADP regarding export controls and trade with prohibited parties.
- 3.2 **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4 **Data Protection Laws.** Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.

4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.
- 4.3 Transfer.** The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

5 INTELLECTUAL PROPERTY

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and the Access Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs.

6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.
- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.
- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the "Ordinary Cap"). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the "Extraordinary Cap"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.
- 7.3 Matters not Subject to Either Cap.** The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:
- 7.3.1** Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;
 - 7.3.2** The infringement indemnity set forth in Sections 6.1 and 6.2;
 - 7.3.3** Client's obligations to pay the fees for Services;
 - 7.3.4** ADP's obligations to provide credit monitoring and notifications as set forth in Section 10.2;
 - 7.3.5** Client's funding obligations in connection with the Payment Services;
 - 7.3.6** ADP's loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.7** In connection with the Employment Tax Services as provided in Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this (iv) shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.
 - 7.3.8** Client's use or access of the Services and/or ADP Application Programs outside of the Approved Countries and/or Access Countries.
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN

CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 WARRANTIES AND DISCLAIMER

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 SECURITY AND CONTROLS

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Application Programs utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 DATA SECURITY INCIDENT

- 10.1 Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "**Incident**"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. ADP shall notify Client of an Incident as soon as reasonably possible.
- 10.2 Other ADP Obligations.** In the event that an Incident is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 PAYMENT TERMS

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. Unless there is a Price Agreement in effect, the fees set forth in the Sales Order will remain fixed during the first six (6) months following the Effective Date and thereafter, ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.

- 11.2 Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the go-live date for such Services. However, if this Agreement or any Service are terminated after implementation services have started but before the go-live date, the greater of the following amounts shall be immediately due and payable by Client: (i) implementation fees for implementation services performed up to the date of termination; or (ii) 30% of the total Implementation Fees set out in the Sales Order.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full within seven (7) days of notification via the agreed to method of payment. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking days prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any new work is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a Statement of Work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 Term; Termination for Convenience** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Subject to the terms of any Price Agreement, either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in any Annex herein). In the event Client does not provide ADP with the proper notice as set forth in the previous sentence, Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period (calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices).
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within 10 days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's

account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.

- 12.4 Post Termination.** At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.

13 Reserved.

- 14 Additional Terms.** In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.

- 14.1 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:

14.1.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

- 14.2 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

14.2.1 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.2.2 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition

other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. **THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.**
- 15.14 Communications Regarding Offers.** In connection with the Services, with the exception of employees and/or participants outside of the United States, ADP may from time to time identify products and/or services that will benefit Client's employees and/or participants (collectively, "Offers"). In order to extend such Offers to Client's employees and/or participants, Client agrees that ADP may use Client's employee and participant contact information, including email addresses for such purpose. Upon thirty days' prior written notice, Client may elect for ADP to cease sending future Offers to its employees and/or participants. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional Offers from ADP.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at 15 Waterview Boulevard, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the cover page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

- 1 **Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions and also including the following:
 - 1.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
 - 1.2 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and Payroll Card Services (if elected additional terms set forth in Annex J shall apply).
 - 1.3 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
 - 1.4 **Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.
- 2 **Billing.** Payroll, Employment Tax & Wage Payment Services and any other Services bundled into the pricing for such services are billed immediately following Client's first payroll processing. The billing count is based on the number of pays submitted during each payroll processing period, therefore total billing may fluctuate.
- 3 **ADP Wage Payment Services.** The following additional terms and conditions apply to the ADP Wage Payment Services:
 - 3.1 **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
 - 3.2 **Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
 - 3.3 **Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
 - 3.4 **Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
 - 3.5 **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
 - 3.6 **ADPCheck Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall provide ADP with a written stop payment order request in the form provided by ADP and ADP shall place a stop payment order in accordance with its standard operating procedures.
 - 3.7 **Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
- 4 **ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
 - 4.1 **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.
 - 4.2 **State Unemployment Insurance Management.** Subject to Section 15.7 of Annex A, Client's compliance with its obligations in Sections 4.2.1 and 4.2.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("**SUI Management Services**") within the time periods established by the relevant unemployment compensation agencies.

- 4.2.1 Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
- 4.2.2 Transfer of Data.** Client may transfer the information described in Section 4.2.1 to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 4.2.3** Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

5 Employment Verification Services. Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

5.1 Definitions. Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.

- 5.1.1 "FCRA"** Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
- 5.1.2 "Verification Agent"** has the meaning set forth in Section 5.2.1.1
- 5.1.3 "Verification Data"** has the meaning set forth in Section 5.2.1.1.
- 5.1.4 "Verifiers"** has the meaning set forth in Section 5.2.1.1.

5.2 Additional Terms. To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:

5.2.1 Verification Services and Authorization as Agent.

5.2.1.1 ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

5.2.1.2 Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.

5.2.1.3 Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers"). Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

5.2.1.4 Archival Copies. Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

5.2.1.5 Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now including ADP Workforce Now Essential Time or ADP Workforce Now Enhanced Time (“**ADP Time & Attendance Services**”). For the hosted the ADP Workforce Now Enhanced Time product only, additional license terms are available at www.adp.com/timicenses/terms. ADP Workforce Now Enhanced Time and ADP Workforce Now Essential Time products are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **Billing for ADP Time & Attendance Services.** Billing for ADP Time & Attendance Services will begin on the date such Services are available for use by Client in a production environment. Notwithstanding the foregoing, if ADP Time & Attendance Services are bundled with ADP Payroll Services, then billing will commence in accordance with the terms of Section 2 of Annex B.
- 3 **Time & Attendance Hardware.** If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the “Time & Attendance Hardware”) as described in the Sales Order, the following terms will apply:
 - 3.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer’s product documentation and other written instructions provided to Client by ADP.
 - 3.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP’s prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP’s instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP’s then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
 - 3.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client’s request will be subject to ADP’s then current charges for such services.) No Time & Attendance Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.
 - 3.4 **Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP’s or its designee’s option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client’s Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
 - 3.5 **Biometrics.**
 - 1.1.1. **Definitions.**
 - 1.1.1.1. “**Biometric Data**” includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - 1.1.1.2. “**Biometric Identifier**” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - 1.1.1.3. “**Biometric Information**” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.
 - 1.1.1.4. “**Biometric Services**” means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
 - 1.1.1.5. “**Biometric User**” means Client’s employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
 - 1.1.2. **Additional Terms.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client’s use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

- 1.1.2.1. **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):
- 1.1.2.2. **Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:
 - 1.1.2.2.1. a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
 - 1.1.2.2.2. a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and any additional requirements as required by applicable law.
- 1.1.2.3. **Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
 - 1.1.2.3.1. notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 1.1.2.3.2. obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
- 1.1.2.4. **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
- 1.1.2.5. **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 1.1.3. **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 1.1.4. **Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

- 1 **ADP HCM Services.** Only those Services that have been purchased by Client (as listed on a Sales Order) will be applicable.
 - 1.1 **ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
 - 1.2 **Benefit Services.** Benefit-related services made up of the following:
 - 1.2.1. **Health and Benefits Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
 - 1.3 **Business Intelligence.** Provide tools to analyze and understand data.
 - 1.3.1. **Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
 - 1.4 **Global Data Storage.** Ability to house global employee HR data (personal, employment, and job data) within HR system of record.
 - 1.5 **Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:
 - 1.6 **Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:
 - 1.6.1. **ADP Recruitment Management Services.** Talent recruitment management technology, including talent acquisition and on-boarding for exempt and non-exempt workforce.
 - 1.7 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - 1.7.1 **Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment, and employee engagement.
 - 1.7.2 **Compensation Management.** Solutions and tools to administer the compensation planning process.
- 2 **Billing for HR, Benefits & Talent Services.** Billing for any HR, Benefits & Talent Services will begin on the date such Services are available for use by the client in a production environment. The billing count for any HR, Benefits or Talent Services when the pricing for such Services is not bundled with Client's pricing for ADP Payroll Services is based on all unique lives in the database paid in the previous calendar month. If pricing for HR, Benefits & Talent Services are bundled with ADP Payroll Services, then billing for such Services shall commence in accordance with the terms of Section 2 of Annex B.
- 3 **ADP Recruitment Management Services.** The following additional terms and conditions apply to the ADP Recruitment Management Services (applies only if Client has purchased ADP Recruitment Management Services):
 - 3.1 **Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruitment Management Services Application Programs.
 - 3.2 **Vendors.** Client shall be exclusively responsible all access and use of the ADP Recruitment Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 4 **Benefit Services.** The following additional terms and conditions apply to the Benefit Services (applies only if Client has purchased Benefits Services):
 - 4.1 **Carrier Connections.** ADP will, at Client's request, and for an additional charges as set-out in the applicable Sales Order, provide Client with the following Carrier Connections services:
 - 4.1.1. ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.
 - 4.1.2. ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
5. **Human Resource Administration Services and Talent Management Services.** The following additional terms and conditions apply to the Human Resource Administration Services and/or Talent Management Services (applies only if Client has purchased Human Resource Administration Services and/or Talent Management Services):
 - 5.1. **Access and Use.** To the extent that Client intends on using the Human Resource Administration Services and/or Talent Management Services for its workforce outside of the United States, Client acknowledges that it is authorized to use the Human Resource Administration Services and/or Talent Management Services only in those countries listed in the "ADP Workforce Now Suitable Geography List" as provided to Client from time to time upon request.
 - 5.2. **Residents Outside the United States.** To the extent that Client uses the Human Resource Administration Services and/or the Talent Management Services to collect Personal Information about individuals resident outside the United States, Client represents and warrants: (i) the processing of that Personal Information, including the transfer itself, has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection and privacy laws; (ii) its instructions to ADP regarding the processing to be performed shall be in accordance with the applicable data protection laws; (iii) it has given the data subjects appropriate notices, and obtained any required consents; (iv) if it implements the Human Resources Administration Services and/or the Talent Management Services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements; and (v) it

shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries relating to such Personal Information.

- 6. Essential ACA Services.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the “Essential ACA”) to Client in accordance with the terms of this Agreement. The following terms apply if Client receives Essential ACA with Benefits Services.
 - 6.1.** Essential ACA a technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.
 - 6.2. Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for Essential ACA (the “Client ACA Liaison”), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
 - 6.3. Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE “ADMINISTRATOR” OR “PLAN ADMINISTRATOR” AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A “FIDUCIARY” WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.
 - 6.4. Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide Essential ACA. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.
- 7. Onboarding Services (including ADP Workforce Now E-9 Services).** The following additional terms and conditions apply to the ADP Workforce Now E-9 Services (“WFN E-9 Services”) that are part of ADP Workforce Now Onboarding Services.
 - 7.1. Use of Services.** In order to receive the WFN E-9 Services, Client shall, and shall cause the members of the Client Group, to do the following:
 - 7.1.1** Review the U.S. Citizenship and Immigration Services (“USCIS”) Form I-9, which is the employment eligibility verification form issued by the U.S. Department of Homeland Security (the “DHS”), including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the “I-9 Handbook”), each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
 - 7.1.2** Client is responsible for reviewing reports available to Client on the WFN E-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
 - 7.1.3** ADP executed a Memorandum of Understanding with the UDHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:
 - 7.1.3.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
 - 7.1.3.2** Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
 - 7.1.3.3** Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN E-9 Service.
 - 7.1.3.4** To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of Section 7.1.2.
 - 7.1.3.5** Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
 - 7.1.3.6** Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).



- 7.2. Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.
- 7.3 Form I-9 Section 3.** For the avoidance of doubt, Client understands and agrees that the WFN EI-9 Services do not support Form I-9 Section 3 for Reverifications and Rehires; if needed, Client must complete Section 3 outside of WFN EI-9 Services.

ADP shall provide to Client certain professional services as indicated on the Sales Order (the “Professional Services”). As a condition to receiving the Professional Services, Client will be subject to the additional terms and conditions of this Annex X.

- 1 ADP Resources.** ADP shall select resources including subcontractors that, in ADP's reasonable business judgment, are qualified to perform the Professional Services, and in the case of subcontractors have entered into an appropriate written agreement with ADP (each an “ADP Resource”). The ADP Resources are and shall be, notwithstanding anything to the contrary contained herein, ADP's employees or contractors, and shall not for any purpose be considered Client's employees. ADP or its subcontractor shall be solely responsible for the payment of the salaries of such ADP resources and all matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes), worker's compensation, disability benefits, medical and other insurance-related benefits and all such additional legal requirements applicable to employees of ADP or such subcontractor.
- 2 Fees and Expenses.** Client shall pay ADP for the Professional Services at the rates specified in the Sales Order or Statement of Work as applicable.
- 3 Billing:** ADP shall invoice Client for all Professional Services fees upon the completion of the Professional Services, unless such Professional Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice Client on a monthly basis for such Services rendered. ADP shall invoice Client in the same manner for any associated expenses incurred by ADP Resources.
- 4 Limitations of Liability.** The provisions of this paragraph supplement the limitation of liability provisions contained in Section 6 of Annex A and shall govern with respect to the Professional Services. **Notwithstanding anything to the contrary herein, ADP's sole liability to Client hereunder for monetary damages shall not exceed the aggregate amount of fees paid to ADP hereunder for the Professional Services.**
- 5 Completion of Professional Services.** Upon completion of the Professional Services, Client will immediately notify ADP if the Professional Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The Professional Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the Professional Services.
- 6 Additional Termination Provisions.** The provisions of this paragraph supplement the termination provisions contained in Section 8 of Annex A and shall govern with respect to the Professional Services. Either party can terminate Professional Services at any time for any reason by providing at least ten (10) days' advance written notification to the other party. Upon termination of this Annex by either party for any reason, all fees and expenses for the Professional Services incurred by Client prior to the termination date shall become immediately due and payable.

Reporting Agent Authorization
(State Limited Power of Attorney &

Tax Information Authorization)

(In accordance with Internal Revenue Service Revenue Procedures)

1 Co/Code	2 Branch	3 Federal ID Number
4 If you are a seasonal employer, check here.... <input type="checkbox"/>		

Tax Filing Service

5 TAXPAYER LEGAL NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)
CITY OF NORTH BAY VILLAGE

6 DBA NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

7 Address (number, street, and room or suite no.) City or town, state, zip and country
1700 Kennedy Cswy Suite 132 North Bay Village, FL, 33141, United States

REPORTING AGENT: ADP Tax Services, 400 West Covina Boulevard, San Dimas, CA 91773 ID # 22-3006057

Authorization of Reporting Agent to Sign and File Returns (Caution: See Authorization Agreement)

8 Use the entry lines below to indicate the tax return(s) to be filed by the Reporting Agent. Enter the beginning year for annual tax returns or beginning quarter for quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	941	940-PR	941-PR	941-SS	943
_____	_____	_____	_____	_____	_____
Tax Year	Qtr/Yr	Tax Year	Qtr/Yr	Qtr/Yr	Tax Year
943-PR	944	944-R	945		
_____	_____	_____	_____		
Tax Year	Tax Year	Tax Year	Tax Year		

Authorization of Reporting Agent to Make Deposits and Payments (Caution: See Authorization Agreement)

9 Use the entry lines below to enter the starting date (the first month and year) for any tax return(s) for which the Reporting Agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	941	943	944	945
_____	_____	_____	_____	_____
Mo/Yr	Mo/Yr	Mo/Yr	Mo/Yr	Mo/Yr

Disclosure of Information to Reporting Agent

10a Check here to authorize the Reporting Agent to receive or request duplicate copies of tax information, notice and other communications from the IRS, ☒
related to the authorization granted on Line 8 and/or Line 9.....10b Check here if the Reporting Agent also wants to receive copies of notices from the IRS..... ☒

Form W-2 Series or Form 1099 Series Disclosure Authorization

11 The Reporting Agent is authorized to exchange otherwise confidential taxpayer information with the IRS, including responding to certain IRS notices relating to the form W-2/1099 series information returns. This authority is effective for calendar years beginning:

W-2	1099
_____	_____
Tax Year	Tax Year

State and Local Authorization (Caution: See Authorization Agreement)

12 By checking the box to the right and signing in Box 13 below, the taxpayer identified above hereby appoints ADP as Reporting Agent and grants ADP a limited power attorney with the authority to sign and file employment and file tax returns and make deposits electronically, on magnetic media, or on paper for all state and local jurisdictions in which the taxpayer is required to file tax returns and make tax deposits. ADP is also hereby authorized to receive notices, correspondence and transcripts from all applicable state and local jurisdictions, resolve matters pertaining to these deposits and filings, and to request and receive deposit frequency data and any other information from applicable state and local jurisdictions related to taxpayer's employment tax returns and deposits for the tax periods indicated in Section 8 and all returns filed and deposits made by ADP from the date hereof. ☒

This authorization shall include all applicable state and local forms and shall commence with the tax period indicated and shall remain in effect through all subsequent periods until either revoked by the taxpayer or terminated by the ADP. Unless the taxpayer is required to file or deposit electronically, ADP will, in its discretion, file and make deposits on the taxpayer's behalf in one of the filing methods: electronic, magnetic media or paper.

Qtr/Yr

Authorization Agreement	13 Signature of Taxpayer or Authorized Representative
I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If Line 8 is completed, the Reporting Agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 9 are completed, the Reporting Agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on Line 8 and/or Line 9 including disclosure required to process Form 8655. Disclosure authority is effective upon signature of the taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.	I certify that I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.
	Name (Required)
	Title
	Signature (Required)
	Date (Required)

INSTRUCTIONS: Only one Limited Power of Attorney (LPOA) per federal ID number is required. Do not submit multiple LPOAs for a federal ID number. However, if the taxpayer uses more than one federal ID number, a separate LPOA must be submitted for each.	
1.	Company Code: Enter the client's three-or four-character company code
2.	Branch: Enter the client's two-character region branch code
3.	Federal ID Number: Enter the nine-digit Employer Identification Number (EIN) issued by the IRS to each employer. The number provided by the client must be verified against one of the following sources, in order of priority: 1) Form 941 original or copy with pre-printed name and address; 2) CP129, EFTPS "Mandate Letter"; 3) CP575 Verification of an EIN; 4) Internet SS-4 IRS screen print of issued EIN; 5) CP148 Notice of Name and/or Address change; 6) CP136 or 137, Frequency Notification; 7) Pre-printed Form 9779, Business Enrollment Form (for EFTPS); 8) FTD Coupon, (Form 8109), or FTD Address Change (Form 8109C) with a revision date of 01-94 or later.
4.	Seasonal Employer: Mark this box if this client is a seasonal employer. (Seasonal is defined as less than four 941s per year.)
5.	Taxpayer Legal Name: Enter the client's legal name in ALL CAPITAL LETTERS. This must match the name on the IRS file. The first name line on an IRS source document listed in #3 above must be entered on the LPOA form. Only the first 35 characters of the first name line are used. Include spaces, ampersands, and hyphens; do not include other punctuation such as slashes, commas, or periods. Do not use the word THE as the first word unless it is followed by only one other word. Include legal/formal suffixes with individual names (MD, PHD, CPA, JR, SR, III, etc.), but do not include general/informal titles such as owner, accountant, attorney, etc. See examples below.
6.	DBA Name: Enter the taxpayer's Doing Business As (DBA) or Trading As (TA) name, if one is used. Follow the same instructions as shown in #5 above, and see examples below. Do not enter DBA or TA on this line; show the name only.
Master's Plumbing and Air Conditioning Service	
M A S T E R S P L U M B I N G A N D A I R C O N D I T I O N	
A & J Construction Co.	
A & J C O N S T R U C T I O N C O	
Sandra J. White, MD Family Health Care	
S A N D R A J W H I T E M D	
Mary Smith-Bennett, Owner DBA Mary's Bike Shop	
M A R Y S M I T H - B E N N E T T	
Murphy/Mason Realty, Inc.	
M U R P H Y M A S O N R E A L T Y I N C	
The Linden Co.	
L I N D E N C O	
The Linden	
T H E L I N D E N	
7.	Address: Enter client's primary business location.
8.	Authorization of Reporting Agent to Sign and File Returns: For 940, 940-PR, 943, 943-PR, 944, 944-PR, and 945, enter the first tax year(2007, 2008, etc.) ADP will start the annual filing. For forms 941, 941-PR and 941-SS, enter the quarter and year (4/07, 1/08, etc.). ADP will file this return for the first time.
9.	Authorization of Reporting Agent to Make Deposits and Payments: For deposits, enter the first month of the quarter and year(1/06, 4/06, 7/06, and 10/06) ADP will make any deposit, regardless of the tax type provided.
10a. 10b.	Disclosure of Information to Reporting Agent: These premarked boxes will allow ADP to receive a copy of notices and other communication from the IRS related to the authorization granted on Line 8 and/or Line 9. It also allows ADP to obtain verification of client name and/or FEIN by calling the IRS Practitioner Priority Services line (PPS) at (866) 860-4259.
11.	Form W-2 Series or Form 1099 Series Disclosure Authorization: For W-2/1099, enter the first year ADP is authorized to discuss the W-2/1099 information with the IRS. (This includes Form 1099R and Form 1099-MISC.)
12.	State and Local Authorization: Enter the quarter and year (4/07, 1/08, etc.), ADP will file this return for the first time.
13.	Signature of Taxpayer or Authorized Representative: After reading the Authorization Agreement, an officer of the company must enter his/her name and title as appropriate and then sign and date the LPOA. (The sole proprietor of a business or the member of a partnership will not have a title to show here.) The name, signature, and date must be entered.

Federal Forms:

940	Employer's Annual Federal Unemployment (FUTA)
940-PR	Employer's Annual Federal Unemployment (FUTA) – Puerto Rico
*941	Employer's Quarterly Federal Tax Return
941-SS	Employer's Quarterly Federal Tax Return for American Samoa, Guam, Northern Mariana, and Virgin Islands
943	Employer's Annual Federal Tax Return for Agricultural Employee
943-PR	Employer's Annual Federal Tax Return for Agricultural Employees – Puerto Rico
944	Employer's Annual Federal Tax Return
944-PR	Employer's Annual Federal Tax Return – Puerto Rico
945	Employer's Quarterly Federal Tax Return for NW2 Employees

*Recommend marking both 941 and 944 for new and small employers.



CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT

CLIENT NAME: CITY OF NORTH BAY VILLAGE BRANCH: CO. CODE:

ADDITIONAL APPLICABLE COMPANY CODES:

With respect to the services for which ADP, LLC ("ADP") has been engaged as described in the services agreement or other understanding between ADP and Client (each, a "Service" and collectively the "Services"), Client agrees to the debit method listed below for collection of Services selected below. Client agrees to the ACH debit method listed below for collection of the applicable fees for Services, all pursuant to this Client Account Agreement and Authorization to Debit/Credit, including Exhibit A attached hereto and incorporated by reference herein (this "Agreement"). Such debits will be initiated by ADP out of Client's applicable bank account (the "DDA Account") at the financial institution specified below ("Bank"). Additional authorizations may be required by Client's Bank(s) authorizing reverse wire and/or ACH transactions. Client understands and acknowledges that the implementation and ongoing provision of Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Services.

DEBIT METHOD (Check Applicable Box):

Note: This Section for Products/Services only

☐ Reverse Wire

ADP will initiate request for a wire transfers of funds from the DDA ACCOUNT indicated below in accordance with the Reverse Wire provisions of this Agreement. Each applicable BANK is authorized to charge the applicable DDA Account in accordance with the Reverse Wire provisions of this agreement.

☐ ACH (Please refer to the ACH Debit Filter page for Bank Authorization/Setup)

ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. NOTE: CLIENT qualified for ACH may be contacted by an ADP representative to make arrangements for a direct wire transfer of funds for debits exceeding the dollar limit established by ADP in its sole discretion.

☐ ACH/Reverse Wire (X80-Over ACH Dollar Limit)

ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. In the event a debit exceeds the established threshold for ACH processing, Additionally, Client agrees that ADP may initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire provisions of this Agreement. (Recommended)

BANK INFORMATION:

*FSDD & ADPCheck funds must be debited from the same account

☐ Payroll Taxes ☐ FSDD* ☐ ADPCK* ☐ Pay Card ☐ ACA ☐ WGPS ☐ Wage Garnishment ☐ 401K ☐ Workers Comp ☐ Other

BANK Transit/ABA #	BANK Account #
Bank Name	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire	<input type="checkbox"/> ACH
<input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

☐ Payroll Taxes ☐ FSDD* ☐ ADPCK* ☐ Pay Card ☐ ACA ☐ WGPS ☐ Wage Garnishment ☐ 401K ☐ Workers Comp ☐ Other

BANK Transit/ABA #	BANK Account #
Bank Name	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire	<input type="checkbox"/> ACH
<input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

ACH FEES FOR SERVICES

ADP will initiate ACH debits for its Fees for Services from the DDA Account indicated below in accordance with the ACH provisions of this Agreement. The applicable BANK is authorized to charge the applicable DDA Account in accordance with the ACH provisions of this Agreement.

☐ Same bank information as above

☐ Fees for Services (ACH Debit Method)

BANK Transit/ABA #	BANK Account #
Bank Name	BANK Contact
BANK Address	BANK Phone

COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK OR PAY CARD IS INDICATED ABOVE:

Est. No. of Employees:	Est. Net Payroll	FSDD Start Date:	ADPCK Start Date	Federal ID #
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In consideration of each BANK's compliance with this authorization, CLIENT agrees that such BANK's treatment of any charge, and such BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, such BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the applicable DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement, this Agreement shall control with respects to any money transmission services, including Payment Services. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on CLIENT'S behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until the applicable BANK(s) and ADP have each received such notice and have had reasonable time to act upon such notice.

CLIENT Signature: _____ Date: 07-08-2019

CLIENT Representative Name & Title: _____
(Must be an authorized signatory on the accounts listed above)

FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT

CORPORATE CHECK (This bank account below will be printed on your company checks.):

BANK Transit/ABA #	BANK Account (DDA) #
Bank Name	Starting Check Number:
BANK Address	

ACH FEES FOR SERVICE



Client understands that funds representing the total of Fees for Services must be on deposit in the applicable DDA Account no later than the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to the Client after such services are rendered. ADP will initiate a transfer of such funds out of such DDA Account on such date.

REVERSE WIRE

CLIENT understands that funds representing the total of payment obligations for selected Services, must be on deposit in the applicable DDA Account no later than the date(s) specified in the services agreement between ADP and CLIENT. ADP will request such funds to be wire transferred from the DDA Account to one of the following accounts located at the banks listed below on such specified funding date (unless and until changed by notice from ADP). In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer.

For ADP contingency purposes, ADP recommends both bank accounts listed in the chart below be set up at the Clients bank.

NOTICE

CLIENT acknowledges that if sufficient funds are not available by the funding due date required, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all CLIENT third-party payments and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Fees for Services.

Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH Transactions (IAT) without first (1) notifying ADP of such IAT transactions in writing utilizing ADP's Declaration of International ACH Transaction form (or such other form as directed by ADP) and (2) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to Client's failure to so notify ADP of Client's IAT transactions or Client's failure to comply with applicable IAT requirements.

ADP Check, FSDD, Garnishment Services, Pay Card, WGPS, Garnishment Services, Other

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835673	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374926	Reverse Wire Impound

Tax & 401K

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835681	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374934	Reverse Wire Impound

Workers' Compensation

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192836812	Reverse Wire Impound

EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit (Reverse Wire) (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

- (i) CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

ACH Debit Filters – ADP Company ID's (Does not apply to wire transactions)

What is an ACH Debit filter?

An ACH Debit Filter is an automated solution that screens incoming ACH transactions to identify unauthorized transactions. Debit filters on your bank accounts help block unauthorized ACH debit transactions, making it less likely to be impacted by fraud.

What is a Company ID?

The following Company IDs allow ACH transactions to be reviewed and approved (or returned); permitting only approved transactions to post to your accounts.

What do I need to do with these numbers?

To ensure timely processing of your payroll, it's imperative that you forward the following ADP-originating Company ACH debit filter IDs to your financial institution to be set up on your account.

How do I know what ID to use?

We've made it easy by including all of the numbers you may need. Just print the table below and provide it to your financial institution.

Money Movement Company IDs Employer Impounds			
ADP Bank	Payment Type	Domestic ID	IAT* ID
Bank of America	ACH	9333006057	E133036745
Harris	ACH	9333006057	E133036745
JPMorgan Chase	ACH	9333006057	E133036745
JPMorgan Chase	ACH (Flexible Spending)	9666666606	H133036745
JPMorgan Chase	ACH (Workers Comp)	9555555505	G133036745
JPMorgan Chase	ACH (TotalSource Only)	8238112001	N/A
JPMorgan Chase	ACH (TotalSource Only)	9238112001	N/A
PNC	ACH	9333006057	E133036745
Wells Fargo	ACH	9333006057	E133036745
Wells Fargo	ACH (Property & Casualty)	9333006058	D133036745
Wells Fargo	ACH (Benefit Services)	9333006060	E133036745
Wells Fargo	ACH (Health & Benefits)	9333006059	G133036745
Tax Company IDs Employer Impounds			
Bank of America	ACH	1941711111	V133036745
Bank of America	ACH	1223006057	N/A
Bank of America	ACH	2223006057	W133036745
Harris	ACH	0001600238	S133036745
JPMorgan Chase	ACH	1223006057	U223006057
PNC	ACH	1223006057	U133036745
Wells Fargo	ACH	9095926526	Y133036745
Wells Fargo	ACH	1223006057	U133036745
Wells Fargo	ACH	1223006057	U133036745
Direct Debit of Fees (DDF) Company IDs			
Bank of America	Direct Debit of Fees	9223006057	N/A
JPMorgan Chase	Direct Debit of Fees	9659605001	N/A
JPMorgan Chase	Direct Debit of Fees (TotalSource Only)	9659605002	N/A

*IAT = International ACH Transaction



Paylocity Quote for Service

June 27, 2019

This quote valid for 30 days

Company Information	
Number of Employees	78
Number of Annual Payroll Processings	26
Number of State / Local Tax Reports	1

One-Time Fees	Qty	Cost Per	Ext. Cost
Full Bundle Pricing - Implementation			\$ 7,457.12
Web Benefits Implementation			
*Any EDI files are \$1,000 each			
Web Benefits EDI	4		
Web Time - Time and Labor			
Total			\$ 7,457.12

Monthly Fees	Qty	Cost Per	Ext. Cost
Full Bundle Pricing	78	\$ 23.75 Base \$ 179.00	\$ 2,031.50
Bi-Weekly Payroll Processing			
General Ledger Service			
Paylocity Bank Checks			
Check Signing			
Check Sealing			
Direct Deposit			
New Hire Reporting			
Comprehensive Training			
Report Writer (Ad Hoc Reporting)			
Comprehensive Report Library			
Time Off Accruals			
Remote Print Back			
Online Quarterly Reports and W2 Access			
Tax Filing - Bi-Weekly	1		
Enhanced HR Bundle	78		
Full HRIS - Reporting, PTO Mgmt., Mobile, Notifications, Unlimited Doc Storage, etc.			
Self Service for Employees and Managers			
Intranet Portal w/Online Check View			
Performance Management			
Web Onboarding			
Web Recruiting			
Compliance Package with ACA	78		
Web Benefits	78		
Web Time - Time and Labor			
HP 2000 Ethernet	2	\$ 105.00	\$ 210.00
Total Per Month			\$ 2,241.50

Year-End Fees	Qty	Cost Per			Ext. Cost
Year-End W2/1099	78	\$	6.50	Base \$ 45.00	\$ 552.00
SSN Validation	78	\$	0.50	Base \$ 25.00	\$ 64.00
Quarterly Tax Return - Internet Delivery					Included
Total					\$ 616.00

Total Cost Summary*				
Total One-Time Fees		Total One-Time	\$	7,457.12
Year-End Fees		Total Year-End	\$	616.00
Total Yearly Fees (Annualized)		Total Per Year	\$	26,898.00

*Annualized Fees do not include Payroll Delivery Charges

*Monthly fees based on # of Active Employees

**Plus sales tax if applicable

THE PAYLOCITY SERVICES COVERED BY THIS AGREEMENT
ARE PROVIDED IN ACCORDANCE WITH THE TERMS
AND CONDITIONS OF THIS AGREEMENT

Paylocity Associate	Date
	6/27/2019
Gabe Duran gduran@paylocity.com 786-355-6658	

Client Authorization
Client Name (Print)
City of North Bay Village

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING THE PROPOSAL FROM AUTOMATED DATA PROCESSING FOR VARIOUS PAYROLL AND HUMAN RESOURCES SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Automated Data Processing (“ADP”) is a global Human Capital Management system offering HR, payroll, talent, time, tax, and benefits administration solutions to organizations of various sizes since 1961; and

WHEREAS, North Bay Village (the “Village”) has been a client of ADP for over fifteen years.

WHEREAS, staff has determined that continued use of ADP, with certain feature modification, suits the Village the best and a good faith review of available sources did not reveal any other known comparable products given the Village’s needs and ADP history with the Village; and

WHEREAS, Section 36.25(H) of the Village Code of Ordinances provides that “[a] contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item”; and

WHEREAS, ADP has proffered a newly negotiated proposal that reflects a savings of over 50% in annual fees with all the enhanced features of Payroll, Time & Attendance, Paid Time Off Tracking, Benefits Administration with Carrier Feeds, Applicant Tracking System, Onboarding, Document Cloud, Advanced HR Analytics, and Performance Evaluations; and

WHEREAS, staff has recommended approval of ADP's proposal; and

WHEREAS, the Village Commission finds that adoption of this Resolution will be in the best interests of the Village.

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

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

Section 2. Approval. Pursuant to section 36.25(H) of the Village Code of Ordinances, the purchase of ADP proposal for the upgrade to Workforce Now with all the added features of Enhanced Payroll, Time & Attendance, Paid Time Off Tracking, Benefits Administration with Carrier Feeds, Applicant Tracking System, Onboarding, Document Cloud, Advanced HR Analytics, and Performance Evaluations for a total annual fee of \$22,574.42 and one-time implementation fees of \$2,400.00, pursuant to proposal attached hereto as Exhibit A, which is incorporated herein and made a part hereof by this reference, is hereby approved

Section 3. Authorization. The City Manager is hereby authorized to finalize and execute contractual documents, subject to approval by the Village Attorney as to form and legal sufficiency, and to expend budgeted funds, in furtherance hereof.

Section 4. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

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

PASSED AND ADOPTED on this -____th day of September, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY



ITEM NO. 11F

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Brent Latham, Mayor

THROUGH:

SUBJECT: Miami Beach Chamber of Commerce Conference in Curacao

RECOMMENDATION

BACKGROUND AND ANALYSIS

Provided by Jerry Libbin, President of the Miami Beach Chamber of Commerce: Curacao's main industry/economy for years has depended almost entirely on oil from Venezuela. Curacao has huge refineries that are no longer able to obtain oil from Venezuela and therefore their economy is having a significant setback. They believe that they need to focus on tourism and trade and have therefore reached out to the Miami Beach Chamber of Commerce and asked us to bring a delegation of business leaders to the Island to meet with their local business leaders in an effort to begin to develop potential business relationships and to show off their Island to prominent business folks, which may lead eventually to tourism. The Chamber is working with one of our members, who has organized the trip for approximately 40 prominent leaders, including several former professional athletes, and I have invited several politicians to join us as well, including Mayor Latham and Representative Grieco. There is no cost to North Bay Village for this trip as it is being underwritten by the Economic Development Department in Curacao as well as some of the local businesses on the Island and the airfare is being covered by the Miami Beach Chamber of Commerce. I think that it might present Mayor Latham an excellent opportunity to network with some of our former professional athletes and to speak with them to see if one may be interested in assisting North Bay Village in funding your track.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



ITEM NO. 11G

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, Village Clerk

THROUGH: Ralph Rosado, Village Manager

SUBJECT: Commission Meeting and Agenda Procedures

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING AND RESTATING PROCEDURES AND STANDARDS FOR COMMISSION MEETINGS AND AGENDA ITEMS AND NOTICES RELATED THERETO; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

The Commission most recently updated its procedures in 2019 via Resolutions 2019-48, respectively. The Commission periodically updates its procedures, working towards best practices for the expedient, transparent, and efficient addressing of Village business. Revisions are underlined and stricken through in the attached drafted resolution.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, UPDATING AND RESTATING PROCEDURES AND STANDARDS FOR COMMISSION MEETINGS AND AGENDA ITEMS AND NOTICES RELATED THERETO; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 3.09 of the Charter and Section 30.05 of the Code of Ordinances of North Bay Village (the “Village”) require the Village Commission to establish meeting and agenda procedures, including, but not limited to, order of business, notice requirements, and agenda item submittal requirements.

WHEREAS, the Commission periodically updates its procedures, working towards best practices for the expedient, transparent, and efficient addressing of Village business; and

WHEREAS, the Commission most recently updated its procedures at the May 14th Commission Meeting via Resolution No. 2019-048, respectively; and

WHEREAS, the Commission desires to further update its procedures to take into account technology methodologies that make communication with the public, the Commission, and Village staff faster and more efficient; and

WHEREAS, by the Resolution, the Commission will update and restate the procedures and standards for Commission Meetings and agenda items and notices related thereto.

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

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

Section 2. Commission Meeting and Agenda Procedures. The Village

Commission Meeting and Agenda Procedures are hereby updated, amended, and restated as follows:

1. Regular meetings; notice.

A. Meetings. The Village Commission shall hold one regular meeting per month on the second Tuesday at 6:30 PM, unless the Commission, by majority vote, elects not to have a regular meeting in the month of July or the month of August for the purposes of allowing summer vacations.

The Village Commission may hold a second regular meeting each month, called by the Village Manager or Acting Village Manager whenever, in his or her opinion, the public business may require it or at the express written request of the Mayor or any two members of the Commission, as necessary for the orderly conduct of Village business. Quasi-judicial matters, as defined in Chapter 29, Section 29.02(a) of the Code of Ordinances, may be heard at any regular or special meeting of the Commission.

B. Notice. Notice of each regular meeting of the Village Commission shall be published at least four days prior to such meeting on the Village's website, on conspicuous locations at or in Village Hall, and made in any other manner deemed appropriate by the Village Manager, including, but not limited to, social media platforms.

(1) Pending notices of meetings of the Civil Service and Planning and Zoning Boards shall be included in such notices without time limitation.

(2) The Village Manager shall also maintain signs on the public right-of-way, announcing such meetings prior to 8:00 AM on the day of each meeting, and notice of all commission meetings and boards shall be posted in a conspicuous place in Village Hall at least 24 hours before said meeting.

2. Special meetings.

As provided in Section 30.03 of the Code of Ordinances, the Village Manager or Acting Village Manager shall call special meetings of the Village Commission whenever in his or her opinion the public business may require it; or at the express written request of any two members of the Commission. Whenever a special meeting shall be called, a notice in writing signed by the Village Manager or Acting Village Manager shall be served on each member of the Commission either in person or by notice left at his/her place of residence, stating the date and hour of the meeting and the purpose for which the meeting is called, and no business shall be transacted thereat, except such as is stated in the notice.

3. Meetings open to the public.

All meetings of the Village Commission shall be open to the public pursuant to the "Government in the Sunshine Law."

4. Workshop Meetings.

The Village Commission may meet at least once every three months in a workshop to be conducted as a public meeting, but without public comment, except as public comment may be permitted by the Chair or majority vote of the Village Commissioners present. Additionally, the Village Commission may call additional workshop meetings as needed. A workshop may be recessed to a later date certain which is announced at the workshop. The Village Commission shall discuss the agenda items and provide feedback, but shall not take action at workshops. The Village Manager shall attend the workshop, prepare an agenda with appropriate backup, and assure that relevant staff persons are present for the items on the agenda. The Village Attorney shall attend workshops.

5. Agenda.

A. Agenda items. All reports, communications, ordinances, resolutions, contract documents, or other matters to be submitted to the Village Commission shall be delivered to the Village Manager no later than seven (7) business days prior to the scheduled Commission Meeting and shall be accompanied by, or in the form of, a signed memorandum from the party submitting the materials. No additional items shall be added to the agenda after the agenda closing date unless it is deemed to be an emergency as provided below.

All agenda items, including materials in support of the agenda item, are to be submitted to the Village Attorney, the Finance Director, and the Village Planner, if required, for review and submittal of their recommendation to the Village Manager. The final agenda shall be distributed to the members of the Village Commission no later than five (5) business days prior to the Village Commission meeting. Matters of an urgent or emergency nature may be presented to the Commission without strictly complying with these requirements, and such emergency matters shall be heard by the Village Commission if a majority of the Commission approves.

B. Who may place. The Mayor, Village Commissioners, Village Manager, and Village Attorney are authorized to place matters on the agenda of the Village Commission Meeting for discussion and/or approval by the Village Commission. Proclamations, awards, and other commendations must be placed on Commission agendas and approved before being presented or awarded to the recipient.

C. Manager meeting with Commissioners. The Village Manager shall make available an opportunity for an individual meeting with each member of the Commission prior to each Commission meeting for presentation and discussion of the agenda items.

D. Order of business; Consent agenda. The Village Manager shall prepare the order of business. Items which, in the opinion of the Village Manager or the Village Commission, are non-controversial and may be handled and implemented without necessity for

discussion shall be placed on the Consent Agenda. Unless a Commission Member specifically requests that an item be removed from the Consent Agenda, such items shall be approved and adopted by a single motion and roll call vote. Any item deemed not to be ready for discussion or approval by the Commission shall be pulled from the Agenda at the Village Commission meeting.

E. *Taking items out of order.* Upon request by the Mayor or a Commissioner, items on the agenda may be moved out of sequence in order to expedite the matters before the Village Commission, or assure that items that are related to each other are considered in context.

6. Presiding officer.

A. *Who may preside.* The Mayor, or in the Mayor's absence, the Vice-Mayor act as the presiding officer and shall take the chair at the hour appointed for the meeting and call the Village Commission to order. In the absence of the Mayor and Vice- Mayor, the Village Manager or Acting Village Manager shall call the Commission to order, whereupon an acting chairman shall be elected by the members of the Commission present. Upon the arrival of the Mayor or Vice- Mayor, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Commission.

Where appropriate, references to the Mayor will be considered references to the Presiding Officer.

B. *Decorum; Questions of order.* The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Commission. He or she shall state every question coming before the Commission, announce the decision of the Commission on all subjects and decide all questions of order, subject however to an appeal to the Commission, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.

7. Roll call; quorum.

Before proceeding with the business of the Village Commission, the Village Clerk shall call the roll of the members, and the names of those present shall be entered in the minutes. A majority of the Commission shall be necessary to constitute a quorum, but less than a quorum may adjourn or recess to a specified time, pursuant to § 3.09 C. of the Charter.

8. Order of business.

A. *Regular meetings of the Commission.* Regular meetings of the Village Commission shall be held at least once per month. Regular Commission meetings may be cancelled, postponed, or the time of commencement changed by a majority vote of the Commission, provided that the Charter requirement of one meeting per month is met.

B. *Order of Agenda.* Village Commission shall convene on the day and time of each regular meeting, and take up the business of the Commission in the following order unless changed by action of a majority of the Commission. Certain matters may be given a certain time for consideration.

- (1) Opening Items
 - A. Call to Order
 - B. Roll Call
 - C. Pledge of Allegiance
 - D. Invocation
- (2) Order of Business.
- (3) Presentations.
 - A. Proclamations and Awards.
 - B. Special Presentations to Commission.
- (4) Open Forum
- (5) Approval of Commission Minutes.
- (6) Advisory Board Minutes/Written Reports.
- (7) Village Commission's Report.
- (8) Village Attorney's Report.
- (9) Village Manager's Report.
- (10) Village Clerk's Report
- 11 Consent Agenda.
 - A. Staff/Commission Items
 - B. Proclamation/Award/Village Key Requests.
- (12) First Reading of Ordinances.
- (13) Public Hearings.
- (14) Discussion/Action Items.
 - A. Unfinished Business.
 - B. New Business.
- (15) Adjournment.

9. Approval of minutes.

Unless a reading of the minutes of a Village Commission meeting is requested by a member of the Commission, the minutes may be approved without reading if each member has been furnished with a copy of the minutes at least three (3) days prior to the meeting.

10. Rules of debate.

A. *Presiding officer not deprived of rights as commissioner.* The Mayor or Vice-Mayor, or such other member of the Village Commission as may be presiding, may move, second, and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a commissioner by reason of his acting as the presiding officer.

B. *Obtaining the floor.* Every member desiring to speak shall address the chair, shall be recognized by the presiding officer, and shall confine himself to the question under debate, avoiding all personalities and indecorous language.

C. *Interruptions.* A member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or as herein otherwise provided. If a member while speaking is called to order, he or she shall cease speaking until the question of order is determined and, if in order, he or she shall be permitted to proceed.

D. *Motion to reconsider.* A motion to reconsider any action taken by the Commission may be made only on the day the action was taken or at the next meeting of the Commission whether a regular or special meeting. The motion must be made by one of the prevailing side, but may be seconded by any member and may be made at any time and have precedence over all other motions or while a member has the floor; it shall be debatable.

E. *Recorded remarks of commissioner.* A commissioner may request, through the presiding officer, the privilege of having an abstract of his statement on any subject under consideration by the Commission entered in the minutes.

F. *Synopsis of debate.* The Village Clerk may be directed by the presiding officer, with consent of the Commission, to enter in the minutes a synopsis of the discussion on any question coming regularly before the Commission.

G. *Limitation on debate.* Upon motion duly adopted by a majority of the Commission, debate on any one subject before the Commission may be limited to seven (7) minutes per member of the Commission, at the expiration of which the pending question will be moved to a vote.

H. *Parliamentary procedure.* Any issue of procedure not addressed in these procedures shall be governed by the rules of procedure provided by Robert's Rules of Order, Newly Revised, in the most current edition. Unless objection thereto is made by some member of the Village Commission, the Mayor may refrain from a too rigid enforcement of such rules, to the end of expediting the transaction of business. '

11. Voting; filing of reasons.

A. *Roll call vote.* The Village Clerk shall call the roll commencing with the commissioner who made the motion under consideration, followed by the Commissioner who seconded the motion, then remaining commissioners in alphabetical order, and concluded by the Mayor, provided that the Mayor has not made or seconded the motion. All commissioners shall vote "yes" or "no", or "aye" or "nay" in accordance with the provisions of state law. The records of the roll call vote shall be incorporated in the minutes of the meeting.

B. *Reasons for vote.* Upon the conclusion of any vote, any member of the Village Commission shall have the right to have the reasons for his or her vote entered upon the minutes.

12. Motion to table or adjourn.

A. Table. A motion to table any matter then under consideration, except during a public hearing, shall always be in order and decided without debate.

B. Adjourn. A motion to adjourn shall always be in order and decided without debate.

13. Decorum.

A. Commission members. While the Village Commission is in session, the members must preserve order and decorum and a member shall, neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission or disturb any member while speaking or refuse to obey the orders of the Commission or its presiding officer, except as otherwise herein provided.

B. Disruptive behavior. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be allowed in the Commission chamber. Persons exiting the Commission chamber shall do so quietly. No person other than the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the presiding officer. No questions shall be asked of a commission member, except through the presiding officer. The presiding officer or the parliamentarian may order the removal of any person interfering with the commission meeting; providing such officer has first issued a warning that continued interference of the orderly process of the meeting will result in removal.

Public comment. Individuals wishing to speak on agenda items shall fill out a speaker's card and comply with the requirements herein for addressing the Commission.

C. Special Presentations. Interested parties or their authorized representatives may be placed on the agenda of a Commission Meeting for a special presentation to the Commission. Only the Mayor, Commissioners, Village Manager and Village Attorney may place a special presentation on the Commission agenda. The deadline for placing a special presentation on the agenda is ten (10) days before the meeting at which said citizen wishes to be heard. No action may be taken by the Commission on an item heard as a citizen's presentation, unless four-fifths (4/5) of the members present deem that the issue requires immediate Commission action.

D. Addressing Commission, manner and time.

A. The Village Clerk shall prepare appropriate registration cards, which will indicate the speaker's name, address and the agenda item on which he or she is speaking.

B. On the day of the Commission meeting, a person desiring to speak shall register with the Village Clerk, at least fifteen (15) minutes prior to the commencement of the of the Commission meeting at which the person is seeking to speak.

Persons who fail to register may speak at the discretion of the Mayor of the meeting or the majority of the Commission.

C. Failure to comply with the registration provisions of this Resolution shall prohibit a person from speaking on any item for which he or she is not timely and properly registered, unless permitted by the presiding officer.

Each person, other than members of the Village administration, who addresses the Commission, shall step up to or present themselves at the speaker's podium and give the following information in an audible tone of voice for the minutes:

- (1) Name;
- (2) Address and if the agenda item concerns a planning and zoning matter, whether the person is a property owner or lessee;
- (3) Whether the person speaks on his or her own behalf, a group of persons, or a third party; or if the person represents an organization.
- (4) Whether the person is receiving compensation and has registered as a lobbyist; and
- (5) Whether the person or any immediate family member has a personal or financial interest in the pending matter, other than set forth in (d).

Public discussion at public hearings or at items which are opened to public discussion shall be limited to two (2) minutes maximum per person; however, the presiding officer may authorize the extension of the aforesaid time frame, after due consideration for the substance, content, and relative importance of the subject. No person other than the Commission and the person recognized by the presiding officer as having the floor, shall be permitted to enter into discussion without the permission of the presiding officer. All questions from the public to the Commission shall be addressed through the presiding officer. No person, except Commission members or their representatives shall be permitted on the dais during Commission meetings, unless authorized by the presiding officer or a majority of the Commission.

14. Good and welfare citizen presentations to commission.

Any person desiring to address the Commission shall first secure the permission of the presiding officer to do so.

A. *Written communications.* Interested parties, or their authorized representatives, may address the Commission by written communication in regard to matters then under discussion, a copy of which shall be provided to the Village Clerk.

B. *Oral communications.* Interested parties or their authorized legal representatives may address the Commission under Good and Welfare on any matter concerning Village business, or any matters over which the Commission has control as provided for herein.

C. Quasi-judicial hearings. The Village Commission shall allow parties sufficient time to present their case in quasi-judicial hearings, provided that no one shall be allowed to speak more than thirty (30) minutes, without a vote to continue from a majority of the members of the Commission present.

15. Public safety discussion.

The chief of the Village's Police, and if needed, fire and emergency medical service providers will attend each regular Commission meeting, and be available to answer questions from the Commission on their activities during this section of the agenda.

16. Public hearings.

As provided in Section 30.06 of the Code of Ordinances, whenever a public hearing is held pursuant to the Charter or ordinance or by direction of the Village Commission, the presiding officer shall read the title of the item on which the public hearing will be held. The presiding officer shall then recognize any interested persons or their authorized representatives, who may address the Commission in regard to the matter then under consideration. During the public hearing there shall be no debate by the Commission, although questions may be asked of the persons making such presentation by commissioners. Upon the conclusion of the presentation of the views by the public, the presiding officer shall declare the public hearing closed and the Commission may take action upon the subject matter of the public hearing.

If the Commission proposes to take any type of action, which was not on the published meeting agenda or added to the agenda prior to public comment, the Commission shall provide the opportunity for public comment on the issue prior to taking any action. Public comments shall be maintained at no more than three minutes per person, unless the Commission authorizes a different amount of time.

17. Maintenance of records; parliamentarian.

The Village Clerk shall maintain time records. The Village Attorney shall serve as parliamentarian and shall advise and assist the presiding officer and Commission in matters of parliamentary procedure.

18. Sergeant-at-arms.

The North Bay Village Police Chief, or such other sworn police officer as the Police Chief designates, shall be the sergeant-at-arms for each Commission Meeting. They shall carry out all orders and instructions given by the presiding officer or parliamentarian for the purpose of maintaining order and decorum at the Commission meetings, including removing any person from the chambers; including a Commission member, interfering with the Commission meeting; providing such officer has first issued a warning that continued interference of the orderly process of the meeting will result in removal.

* * *

Section 3. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Severability. If any word, clause, phrase, sentence, paragraph, or section of this Resolution is held to be invalid by a Court of competent jurisdiction, such declaration of invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or section of this Resolution.

Section 5. Conflicts. Any resolutions or parts thereof found to be in conflict with any provision of this Resolution are hereby repealed.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

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

PASSED AND ADOPTED this ____ day of _____, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC

Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY



ITEM NO. 11H

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Brent Latham, Mayor

THROUGH:

SUBJECT: Request to Join Efforts Regarding Proposed Constitutional Amendment Regarding Assault Weapons

RECOMMENDATION

BACKGROUND AND ANALYSIS

Please see attached.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None.

Ballot summary

The proposed ballot summary is as follows:^[2]

“ Prohibits possession of assault weapons, defined as semiautomatic rifles and shotguns capable of holding more than 10 rounds of ammunition at once, either in fixed or detachable magazine, or any other ammunition-feeding device. Possession of handguns is not prohibited. Exempts military and law enforcement personnel in their official duties. Exempts and requires registration of assault weapons lawfully possessed prior to this provision’s effective date. Creates criminal penalties for violations of this amendment.

Supporters

BAWN listed the following groups as partner organizations:^[4]

- Americans For Gun Safety Now
- Brady Campaign to Prevent Gun Violence
- Florida American Academy of Pediatrics
- Florida PTA
- Florida Veterans For Common Sense
- League of Women Voters
- March For Our Lives
- Newtown Action Alliance

Constitutional changes

The measure would amend [Section 8 of Article I](#) of the [Florida Constitution](#). The following underlined text would be added:

ARTICLE I, SECTION 8. Right to Bear Arms.—

(a) The right of the people to keep and bear arms in defense of themselves and of the lawful authority of the state shall not be infringed, except that the manner of bearing arms may be regulated by law.

(b) There shall be a mandatory period of three days, excluding weekends and legal holidays, between the purchase and delivery at retail of any handgun. For the purposes of this section, “purchase” means the transfer of money or other valuable consideration to the retailer, and “handgun” means a firearm capable of being carried and used by one hand, such as a pistol or revolver. Holders of a concealed weapon permit as prescribed in Florida law shall not be subject to the provisions of this paragraph.

(c) The legislature shall enact legislation implementing subsection (b) of this section, effective no later than December 31, 1991, which shall provide that anyone violating the provisions of subsection (b) shall be guilty of a felony.

(d) This restriction shall not apply to a trade in of another handgun.

(e) The possession of an assault weapon, as that term is defined in this subsection, is prohibited in Florida except as provided in this subsection. This subsection shall be

construed in conformity with the 2nd Amendment to the United States Constitution as interpreted by the United States Supreme Court.

1) Definitions -

a) Assault Weapons - For purposes of this subsection, any semiautomatic rifle or shotgun capable of holding more than 10 rounds of ammunition at once, either in a fixed or detachable magazine, or any other ammunition feeding device. This subsection does not apply to handguns.

b) Semiautomatic - For purposes of this subsection, any weapon which fires a single projectile or a number of ball shots through a rifled or smooth bore for each single function of the trigger without further manual action required.

c) Ammunition-feeding device - For purposes of this subsection, any magazine, belt, drum, feed strip, or similar device for a firearm.

Limitations -

a) This subsection shall not apply to military or law enforcement use, or use by federal personnel, in conduct of their duties, or to an assault weapon being imported for sale and delivery to a federal, state or local governmental agency for use by employees of such agencies to perform official duties

b) This subsection does not apply to any firearm that is not semiautomatic, as defined in this subsection.

c) This subsection does not apply to handguns, as defined in Article I, Section 8(b), Florida Constitution.

d) If a person had lawful possession of an assault weapon prior to the effective date of this subsection, the person's possession of that assault weapon is not unlawful (1) during the first year after the effective date of this subsection, or (2), after the person has registered that weapon by make, model, and serial number with the Florida Department of Law Enforcement or its successor agency, as designated by the legislature. Registration records shall be available to local, state and federal law enforcement agencies for valid law enforcement purposes but shall otherwise be confidential.

3) Criminal Penalties - Violation of this subsection is a third-degree felony. The legislature may designate greater, but not lesser, penalties for violations.

4) Self-executing - This provision shall be self-executing except where legislative action is required in subsection 2)(d) to implement registration of weapons lawfully possessed prior to the enactment of this subsection or in subsection 3) to designate a more severe penalty for violation of this subsection.

5) Severability - The provisions of this subsection are severable. If any clause, sentence, paragraph, section or subsection of this measure, or an application thereof, is adjudged invalid by any court of competent jurisdiction other provisions shall continue to be in effect to the fullest extent possible.

6) Effective date - The effective date of this amendment shall be thirty days after its passage by the voters



ITEM NO. 11I

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Daniel Espino, Village Attorney

THROUGH: Marvin Wilmoth, Vice Mayor

SUBJECT: Engagement Agreement with Weiss Serota Helfman Cole and Bierman for Legal Services

RECOMMENDATION

BACKGROUND AND ANALYSIS

Please see attached agreement.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.



WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

DANIEL A. ESPINO, ESQ.
PARTNER
DEspino@wsh-law.com

August 22, 2019

Via Email (mwilmoth@NBVILLAGE.COM)

The Honorable Marvin Wilmoth
Vice Mayor
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

Re: Village Attorney Legal Services

Dear Vice Mayor Wilmoth:

We are pleased that you, the Mayor, and the Commission wish to engage our Firm to perform legal services for North Bay Village (the “Village”). From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged us to serve as Village Attorney. Our services will be limited, and include the day-to-day legal matters relating to the Village’s general, planning/zoning and land use matters and code enforcement matters. Our representation includes, but is not limited to, attendance at all regular and special meetings of the Village Commission, as well as attendance at code compliance hearings, maintain regular office hours, and attendance at routine meetings with staff and tasks associated with the regular operation of the Village. We will continue providing the Village with legal representation on labor and employment matters pursuant to our current retainer agreement with the Village.

Our representation will not include any new litigation, real estate, public private partnerships, municipal bonds and other complex financial matters, construction, eminent domain, special environmental matters and other special projects.

While the Village has engaged our Firm as Village Attorney, I will be designated as “the Village Attorney” and will be principally responsible for attending to your general counsel matters. Subject to unavoidable conflicts, I will attend the regular, monthly Village Commission meetings. I will also be

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principally responsible for the Village's planning/zoning and land use matters. In addition, depending upon the type of matter that needs legal attention, different attorneys of the Firm, with specific specialized expertise, may from time to time be assigned by me to the Village's particular legal matters. In order to timely and efficiently handle matters for the Village other attorney may be assigned matters and meetings to handle.

2. Fees for Services. You will be charged and agree to pay for our legal services a monthly fee of \$18,250.00. Please note that this fee will cover all general services and land use and zoning matters (except as covered below), as well as handling code enforcement matters (including, but not limited, representing the Village during magistrate hearings as specified in the updated magistrate hearing regulations). In order to keep pace with the inflation of regular business costs, the Village agrees to a yearly increase of the flat monthly fee of 2.5%. For the review of private development applications, only, the Firm will charge an hourly rate of \$425.00, which will be charged against the applicant and recovered pursuant to Section 5.12 of the Village Land Use Development Code. Attendance at regularly scheduled monthly Village Commission meeting and routine telephone calls with Village staff or Commission Members. Legal fees for other services beyond the broad scope of general services that may arise will be arranged on a case-by-case basis. It is proposed that the Village Manager will have the authority to assign these matters, provided that there are funds have been duly appropriated for such purposes and the costs are within his spending threshold; otherwise, the approval from the Commission will be sought before work on a new matter will commence.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, certain routine expenses will be incurred on your behalf ("Routine Expenses"). Routine Expenses include photocopying charges, fax charges, postage, long distance telephone calls, computerized research charges, tolls, courier charges and express mail charges, filing fees, recording costs, out-of-town travel expenses, court reporter costs (including the costs of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses, trial/hearing exhibit costs and investigation costs (if any), will be itemized and billed to you.

4. Payment of Fees and Costs. Our invoices will be submitted to the Village on a monthly basis and each invoice will be due and payable when rendered. The Village must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to the Village. The Village will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring a lawsuit to collect any undisputed unpaid fees and costs, the Village understands that it will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. The Village further understands that we have the right to retain all files, papers and other property coming into our possession in connection with our engagement without any liability to the Village until we have been paid all costs, fees and interest due us under this agreement. Interest at the rate of 12% per annum will be added to any invoice which remains unpaid for more than 30 days after it is rendered.

5. Cessation of Representation. This agreement is terminable at any time upon the decision

The Honorable Marvin Wilmoth
Vice Mayor
North Bay Village
June 10, 2019
Page 3 of 4

of a majority of the commission. Upon such a termination, we will facilitate a transition to new counsel and provide those records in our possession. We reserve the right to withdraw from representing the Village if it misrepresents or fails to disclose material facts to us, or if we disagree about the appropriateness of a course of action being pursued.

6. Advance Fees and Costs Deposit. In order to retain services of this Firm, we customarily require a retainer fee; however, we are waiving this requirement for this representation.

7. Disputes. Any dispute arising from this Agreement shall be resolved through final and binding arbitration in Miami-Dade County, Florida and the Agreement shall be governed by Florida law.

8. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. In the unlikely event of a conflict of interest, we will follow the rules of professional responsibility and address that matter as required.

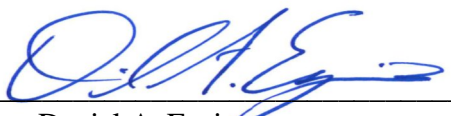
9. Fees for Other Services. In the event the Village asks us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

10. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and forwarding it back to me.

We appreciate your confidence in our Firm and assure you that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or comments concerning this engagement letter, please let me know. Otherwise, please indicate your agreement with the foregoing by signing this engagement letter and returning it to me.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By: 
Daniel A. Espino

AGREED AND ACCEPTED on this ____ day of June 2019.

NORTH BAY VILLAGE

By: _____

The Honorable Marvin Wilmoth
Vice Mayor
North Bay Village
June 10, 2019
Page 4 of 4

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RETAINER AGREEMENT WITH WEISS SEROTA HELFMAN COLE & BIERMAN, PL FOR LEGAL SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, following a vacancy in the office of Village Attorney for North Bay Village (the “Village”), the Mayor and Commission instructed the Village Manager to issue a solicitation for legal services; and

WHEREAS, five submissions were received by the solicitation deadline and all five submissions were evaluated by a selection committee, comprised of municipal attorneys for other municipalities and a Village resident; and

WHEREAS, the proposal by Weiss Serota Helfman was ranked the highest, and, after careful deliberation, the Mayor and Commission appointed Weiss Serota Helfman Village attorney, subject to approval of a retainer agreement; and

WHEREAS, following negotiation, a retainer agreement has been reached and proffered for approval of the Commission.

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

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

Section 2. Approval. The Retainer Agreement with Weiss Serota Helfman, attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to finalize and execute the retainer agreement, and to expend budgeted funds, in furtherance hereof. .

Section 4. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

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

PASSED AND ADOPTED on this _____ day of September, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
VILLAGE ATTORNEY



ITEM NO. 11J

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Jose Olive, Public Works Director

THROUGH:

SUBJECT: Annual Renewal of FDOT Landscape Maintenance Agreement of Kennedy Causeway

RECOMMENDATION

Recommend the Commission approve the annual contract renewal with FDOT for Kennedy Causeway maintenance.

BACKGROUND AND ANALYSIS

The Village has had an agreement with FDOT for the Village to maintain landscaping on the causeway, and FDOT pay the Village a set amount for this work. This will continue the agreement through November 1, 2020.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

FDOT will pay the Village \$2,836.00.

PERSONNEL IMPACT

none

TURF AND LANDSCAPE MAINTENANCE

**DEPARTMENT FUNDED AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
NORTH BAY VILLAGE**

This Agreement, is made and entered into this _____ day of _____, 20____, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the ‘DEPARTMENT’, and North Bay Village, a municipal corporation of the State of Florida, hereinafter referred to as the ‘LOCAL GOVERNMENT’.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains State Road (S.R.) 934/Kennedy Causeway corridor in the LOCAL GOVERNMENT; and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT’s request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as the ‘PROJECT’, and

WHEREAS, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains turf and landscape, which requires ongoing maintenance; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252473-3-78-01, and has agreed to compensate the LOCAL GOVERNMENT for turf and landscape maintenance services as further described in Exhibit “A” – Scope of Services, and in accordance with the provisions of Exhibit “B” – Financial Summary, which exhibits are attached hereto, and incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the LOCAL GOVERNMENT is aware this Agreement will supplement all maintenance requirements between the DEPARTMENT and the LOCAL GOVERNMENT for all previously executed Permits and Agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS AND OBLIGATIONS OF THE PARTIES

- a. The LOCAL GOVERNMENT shall submit this Agreement to its LOCAL GOVERNMENT Council/Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit “D” - Local Government’s Resolution, and is herein incorporated by reference.
- b. The LOCAL GOVERNMENT shall not commence the PROJECT until the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and the DEPARTMENT shall not compensate the LOCAL GOVERNMENT for any PROJECT work undertaken prior to the effective date of this Agreement.
- c. The LOCAL GOVERNMENT shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT’s right-of-way (the project limits) as described in Exhibit “A”.
- d. The LOCAL GOVERNMENT shall be responsible for performing the required maintenance within the project limits with the minimum frequencies stipulated in Exhibit “A”.
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida “Guide for Roadside Mowing” and the latest edition of the “Maintenance Rating Program”, and Index 546 of the latest FDOT Design Standards.
- f. Before the LOCAL GOVERNMENT starts the work, the DEPARTMENT shall be notified, via fax or e-mail. The fax or e-mail shall be sent to the attention of the North Miami-Dade Maintenance Engineer, Ivanohe Hernandez, P.E. at (305) 640-7165 or ivanohe.hernandez@dot.state.fl.us
- g. The LOCAL GOVERNMENT shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT’s right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT’s affected quarterly payment to the LOCAL GOVERNMENT.
- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning

of the DEPARTMENT.

- i. The LOCAL GOVERNMENT shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the LOCAL GOVERNMENT to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the LOCAL GOVERNMENT to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the LOCAL GOVERNMENT to maintain any such additional landscaping.
- k. Payments to the LOCAL GOVERNMENT shall be made in accordance with Sections 3 and 5 of this Agreement.

3. FINANCIAL PROVISIONS

- a. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT, up to the maximum participating annual amount of \$2,836.00 for completion of the services described in Exhibit “A” – Scope of Services. The method of compensation is included in Exhibit “B” – Financial Summary.
- b. The LOCAL GOVERNMENT 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, identified as PROJECT Number 252473-3-78-01, and the quantifiable, measurable, and verifiable units of deliverables, consisting of the performance measures services required to perform the PROJECT Scope of Services described in Exhibit “A”. (Section 287.058(1)(d) and (e), F.S.),
- c. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit “A”, accompanied by the duly executed certification document in Exhibit “C”, thereby establishing that the Scope of Services described in Exhibit “A” have been completed. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager prior to payments. (Section 287.058 (1)(a), F.S.)
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT, or performed by the LOCAL GOVERNMENT, and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met (see Exhibit “C” – Turf and Landscape JPA Work Certification Document).

- e. There shall be no reimbursement or compensation for travel expenses under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and/or services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT 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 LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.).

The LOCAL GOVERNMENT providing goods and/or services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. 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 goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT 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. (Section 215.422(3)(b), F.S.)

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL

GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.)

- g. 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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'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. (Section 287.058(4), F.S.)
- h. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 \$25,000.00 and which have a term for a period of more than 1 year."

- i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.)
- j. The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT during the term of the contract; and
 - ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the

employment eligibility of all new employees hired by the subcontractor during the contract term. (Executive Order Number 2011-02).

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

4. COMMUNICATIONS

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

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attention: District Maintenance Engineer

To LOCAL GOVERNMENT: North Bay Village, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141
Attention: Village Manager

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

5. INVOICING

- a. The LOCAL GOVERNMENT shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include a completed Turf and Landscape JPA Work Certification Document (Exhibit "C") certifying that the goods and/or services to be completed and paid under this Agreement have been satisfactorily completed and delivered in accordance with the required Scope of Work in Exhibit "A".
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the LOCAL GOVERNMENT from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the LOCAL GOVERNMENT for the actual work it performs.

- i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the LOCAL GOVERNMENT from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT 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 DEPARTMENT may, at its option, proceed as follows:

- a. The LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period. **(Section 287.058(1)(h), F.S.)**
- b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT; or
- c. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the effective date of this

Agreement, which shall be the date reflected on the written notice to proceed, and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the LOCAL GOVERNMENT. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory LOCAL GOVERNMENT performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the LOCAL GOVERNMENT refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the LOCAL GOVERNMENT pertinent to this Agreement which are subject to provisions of **Chapter 119, of the F.S.**

9. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the LOCAL GOVERNMENT expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the

remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. INDEMNIFICATION

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

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

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

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

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

NORTH BAY VILLAGE:

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

BY: _____
VILLAGE MANAGER

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) VILLAGE CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

VILLAGE ATTORNEY

DISTRICT CHIEF COUNSEL

Exhibit "A"

Scope of Services

Maintenance Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on the State Roads below in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the LOCAL GOVERNMENT shall maintain the all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time.

State Road No.	Street Name	From	To
934	Kennedy Causeway	West City Limits	East City Limits

For each of the following work activities, the LOCAL GOVERNMENT shall be responsible for performing these minimum frequencies:

- Litter Pickup - twenty-four (24) times per year
- Mowing, including edging and sweeping - twelve (12) times per year
- Landscape/Tree Trimming - twelve (12) times per year

The LOCAL GOVERNMENT shall perform a minimum of two cycles per quarter for each of the work activities described above.

The LOCAL GOVERNMENT's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the DEPARTMENT'S right-of-way
- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to

maintain the current landscape and turf in a healthy and vigorous growing condition.

- e. Paying for all water use and all costs associated therewith.
- f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h).
- j. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 252473-3-78-01

County: Miami-Dade

FDOT Project Manager:

Ivanohe Hernandez, P.E. - (305) 640-7165 or ivanohe.hernandez@dot.state.fl.us

LOCAL GOVERNMENT Project Manager:

Ralph Rosado, Village Manager - (305) 756-7171 or rrosado@nbvillage.com

Exhibit "B"

Financial Summary

Financial Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall submit invoices to the DEPARTMENT as described in Section 5 of this Agreement for the work described in Exhibit "A". The following are the maximum participating compensation amounts the DEPARTMENT will make annually for each of these work activities:

- **Litter Pickup:** **\$148.00**
- **Mowing, including edging and sweeping:** **\$412.00**
- **Landscape/Tree Trimming:** **\$2,276.00**

**TOTAL ANNUAL PROJECT AMOUNT ELIGIBLE FOR COMPENSATION BY
THE DEPARTMENT: \$2,836.00**

The LOCAL GOVERNMENT may choose to exceed the required minimum maintenance frequencies for each of the work activities described above at no additional cost to the DEPARTMENT.

Exhibit "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Q1/Q2/Q3/Q4: _____

INVOICE NO: _____

Instructions: Form to be completed by the Municipality certifying and documenting when the work was performed. The Department's Yard Engineer, or designee, will complete the portion confirming that the work performed meets the JPA scope.

[illegible]

MUNICIPALITY CERTIFYING WORK WAS COMPLETED PER CONTRACT	FDOT CONFIRMS WORK WAS COMPLETED PER CONTRACT
Name (Print): _____	Name (Print): _____
Signature: _____	Signature: _____
Date: _____	Date: _____

* mowing work description also includes all types of mowing and edging/sweeping

Exhibit "D"
LOCAL GOVERNMENT's Resolution

To be herein incorporated once approved by the LOCAL GOVERNMENT Council/Commission.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF FLORIDA DEPARTMENT OF TRANSPORTATION CONTRACT NO. AS368 FOR THE LANDSCAPING MAINTENANCE OF THE 79TH STREET CAUSEWAY WITHIN THE CORPORATE LIMITS OF NORTH BAY VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT RENEWAL AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION: AND PROVIDING AN EFFECTIVE DATE

WHEREAS, North Bay Village (the “Village”) entered into contract number AS368 with the Florida Department of Transportation (“FDOT”) on November 22, 2017, for a one-year period, for landscape maintenance of the Kennedy Causeway within the corporate limits of the Village (the “Agreement”); and

WHEREAS, the Village extended the agreement in 2018; and

WHEREAS, the Agreement is set to expire in November of 2019, and FDOT has requested a renewal of the Agreement for an additional one-year period; and

WHEREAS, FDOT will continue to pay the Village an annual amount of \$2,836.00 in quarterly installments as agreed-upon; and

WHEREAS, it is in the best interest of the Village to continue this Contract, which will provide funding to off-set the costs of landscaping maintenance above the standard required by FDOT.

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

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

Section 2. Approval. The extension of the FDOT Contract No. AS368 between the Village and FDOT, attached hereto as Exhibit "A" is hereby approved.

Section 3. Authorization. The Village Manager is hereby authorized to finalize and execute the Agreement extension, subject to approval by the Village Attorney as to form and legal sufficiency.

Section 4. Implementation. The Village Manager, Clerk, and Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

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

PASSED AND ADOPTED on this _____ day of _____, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney



North Bay Village Recommendation Memorandum

**ITEM
NO. 12B1**

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, Village Manager

THROUGH:

SUBJECT: Dog Park Update

RECOMMENDATION

BACKGROUND AND ANALYSIS

N/A

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A



DOG PARK CONCEPT

NORTH BAY VILLAGE



NORTH BAY VILLAGE DOG PARK CONCEPT PREVIOUS EXPERIENCE EXAMPLES



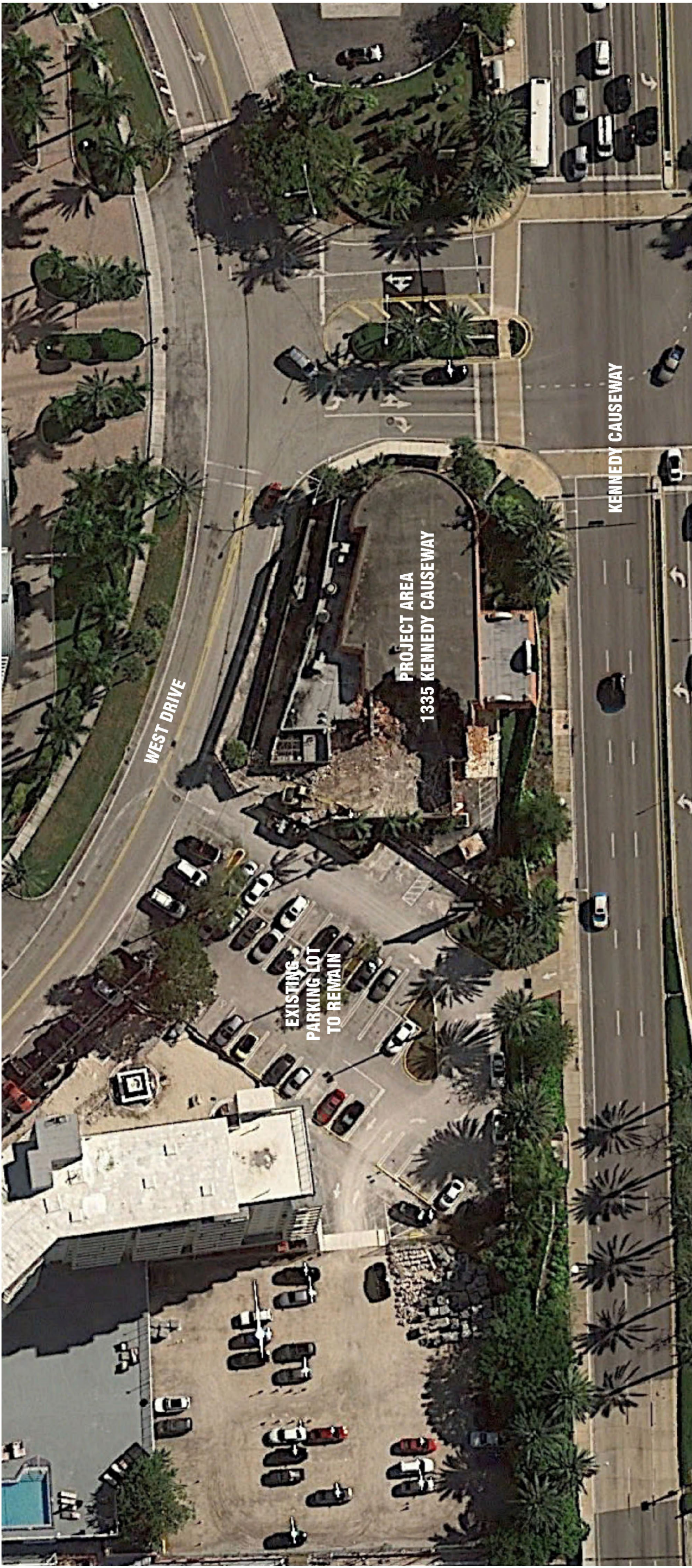
NORTH BAY VILLAGE
DOG PARK CONCEPTS



NORTH BAY VILLAGE
DOG PARK CONCEPT
ORDER OF MAGNITUDE COSTS

SITE OPTION 01
FORMER SAKURA RESTAURANT SITE

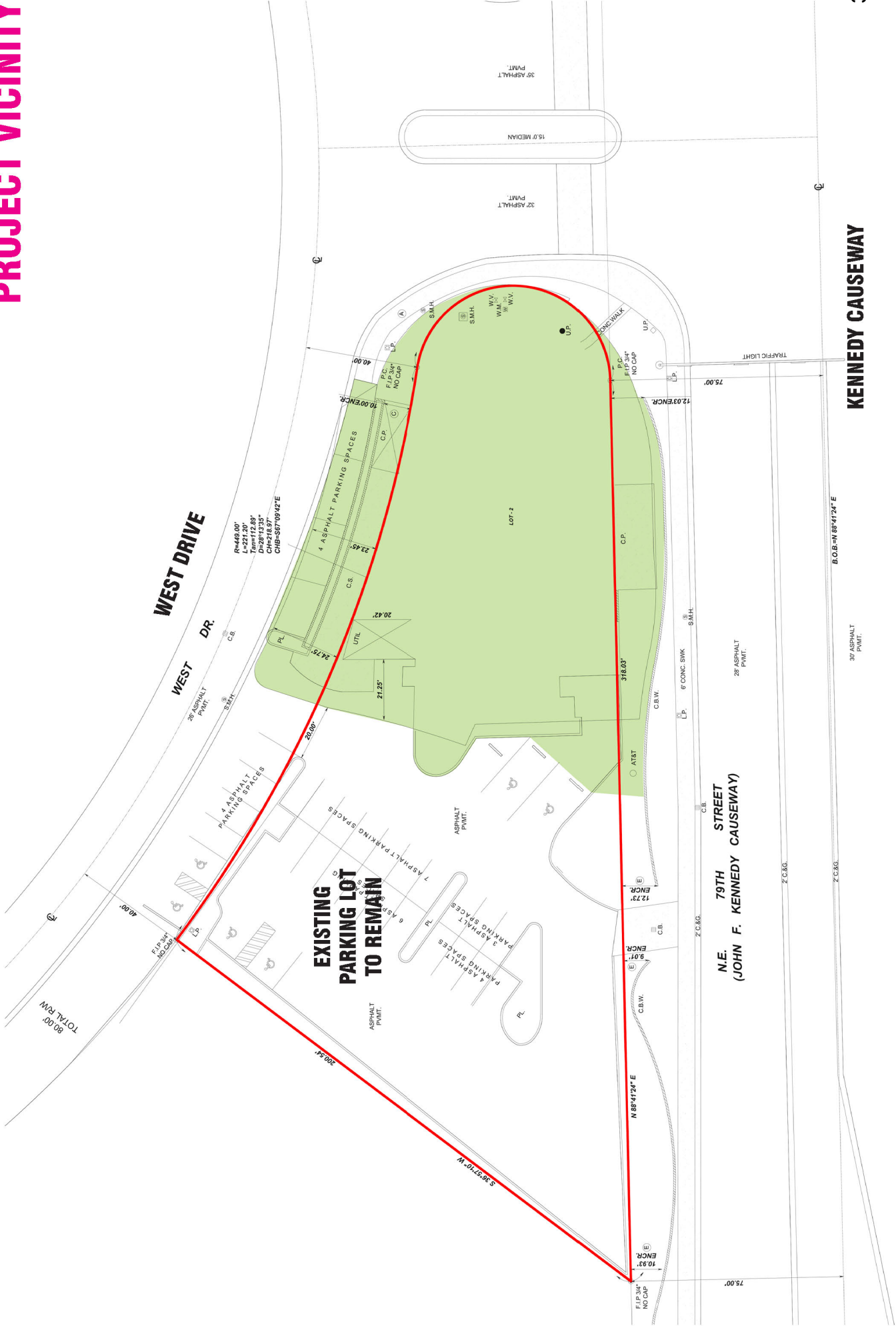
**NORTH BAY VILLAGE
DOG PARK CONCEPT**



NORTH BAY VILLAGE

DOG PARK CONCEPT

PROJECT VICINITY

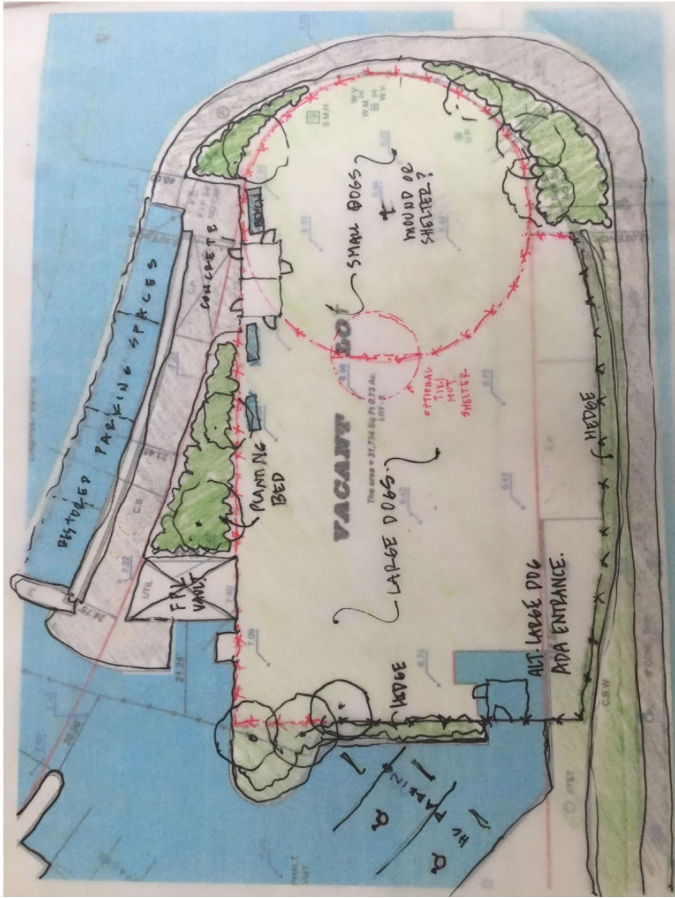


NORTH BAY VILLAGE
DOG PARK CONCEPT
EXISTING PHOTOS



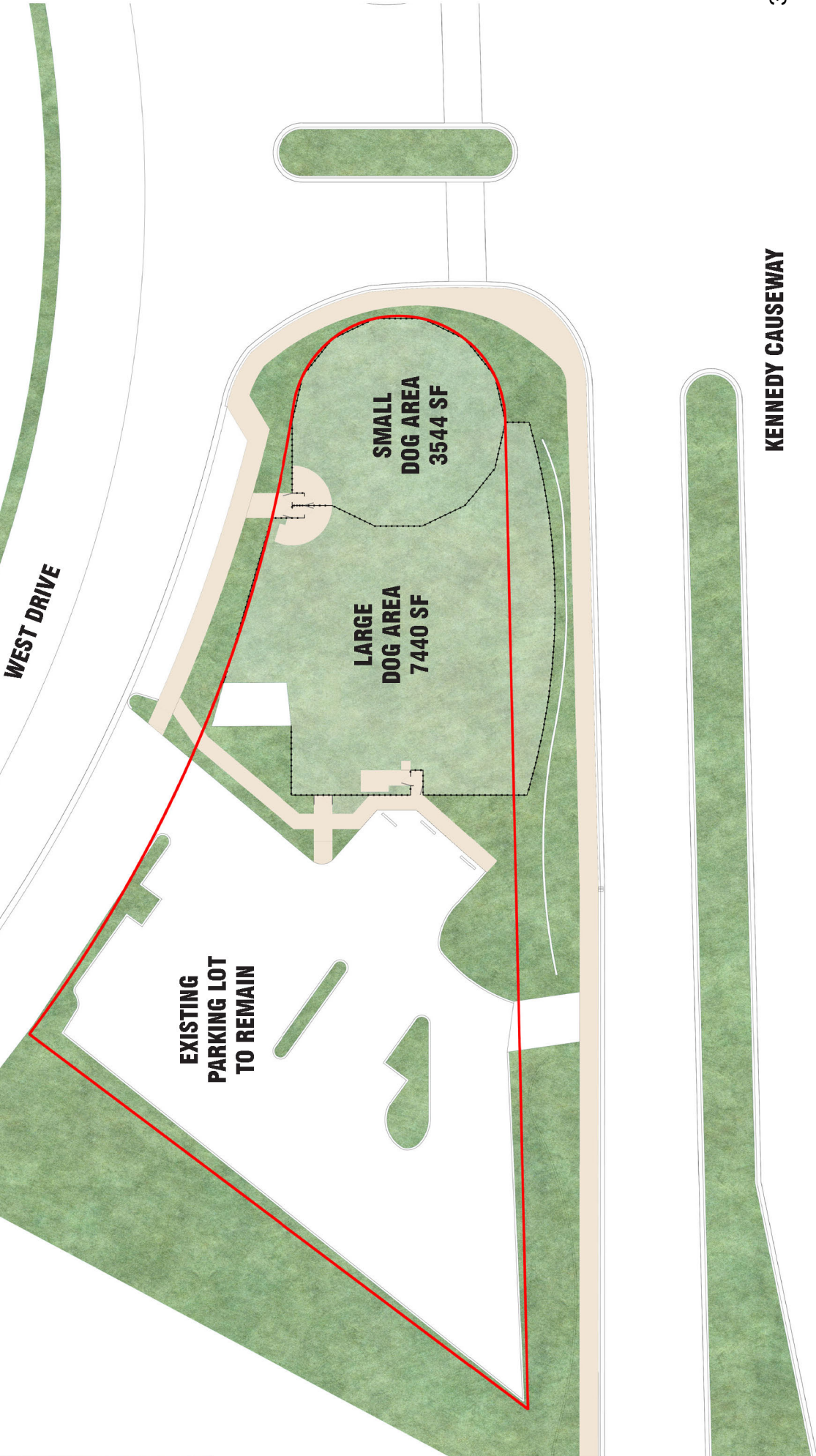
NORTH BAY VILLAGE
DOG PARK CONCEPT
EXISTING PHOTOS





**NORTH BAY VILLAGE
DOG PARK CONCEPT
OVERALL DOG AREAS**

10,984 TOTAL FENCED-IN AREA



- STRATEGY IS TO KEEP THE MAJORITY OF THE IMPROVEMENTS WITHIN THE LOT BOUNDARIES OF THE PARCEL
- KEEP THE EXISTING PARKING LOT ON THE WEST AS-IS WITH MINIMAL DISTURBANCE TO NOT TRIGGER A REQUIRED UP-GRADE BY MIAMI-DADE COUNTY DERM/RER
- REPLACE THE EXISTING FENCE WITH A 4-FOOT TALL CHAIN-LINK FENCE
- FPL VAULT BUILDING TO REMAIN

NORTH BAY VILLAGE
DOG PARK CONCEPT
NEW SIDEWALK

10,984 TOTAL FENCED-IN AREA

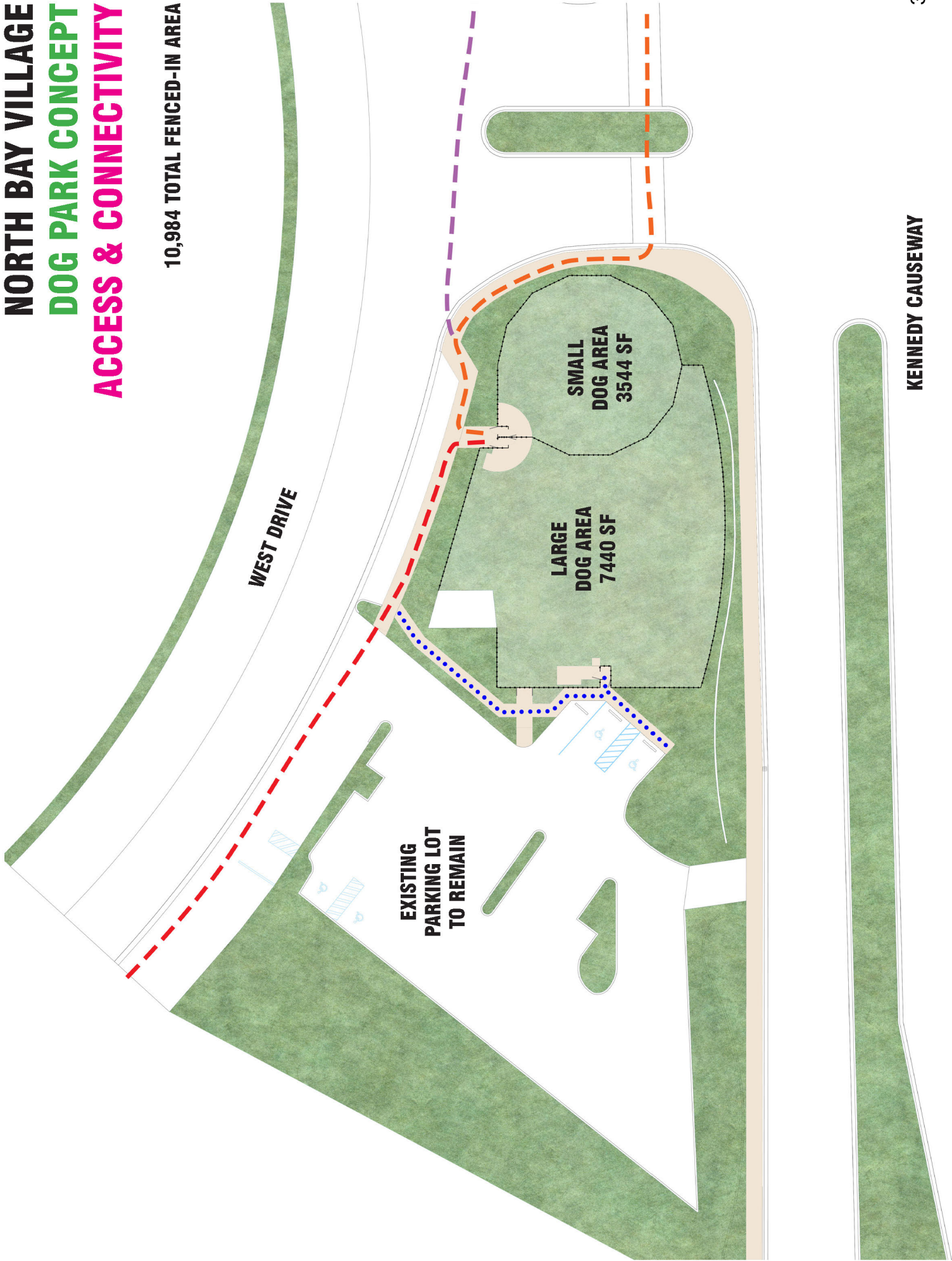
- ALL AREAS ARE COMPLETELY ADA-ACCESSIBLE
- ELIMINATE THE NEED TO ACCESS THE DOG PARK DIRECTLY FROM THE STREET CORNER
- CAPTURES EXISTING SWALE PARKING TO SERVE AS A BUFFER FROM THE STREET



NORTH BAY VILLAGE
DOG PARK CONCEPT
ACCESS & CONNECTIVITY

10,984 TOTAL FENCED-IN AREA

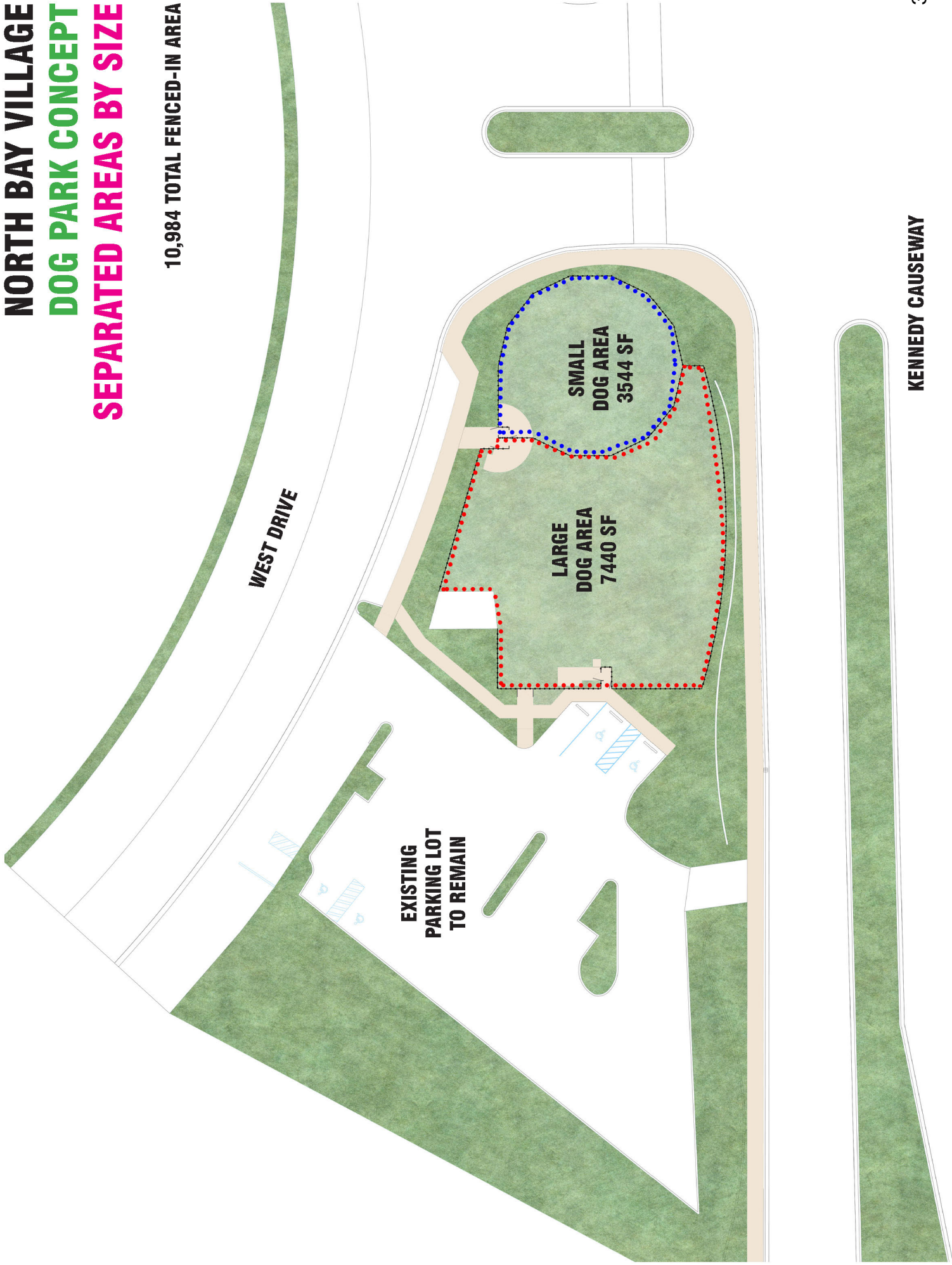
- ALL AREAS ARE COMPLETELY ADA-ACCESSIBLE
- ELIMINATE THE NEED TO ACCESS THE DOG PARK DIRECTLY FROM THE STREET CORNER



NORTH BAY VILLAGE
DOG PARK CONCEPT
SEPARATED AREAS BY SIZE

10,984 TOTAL FENCED-IN AREA

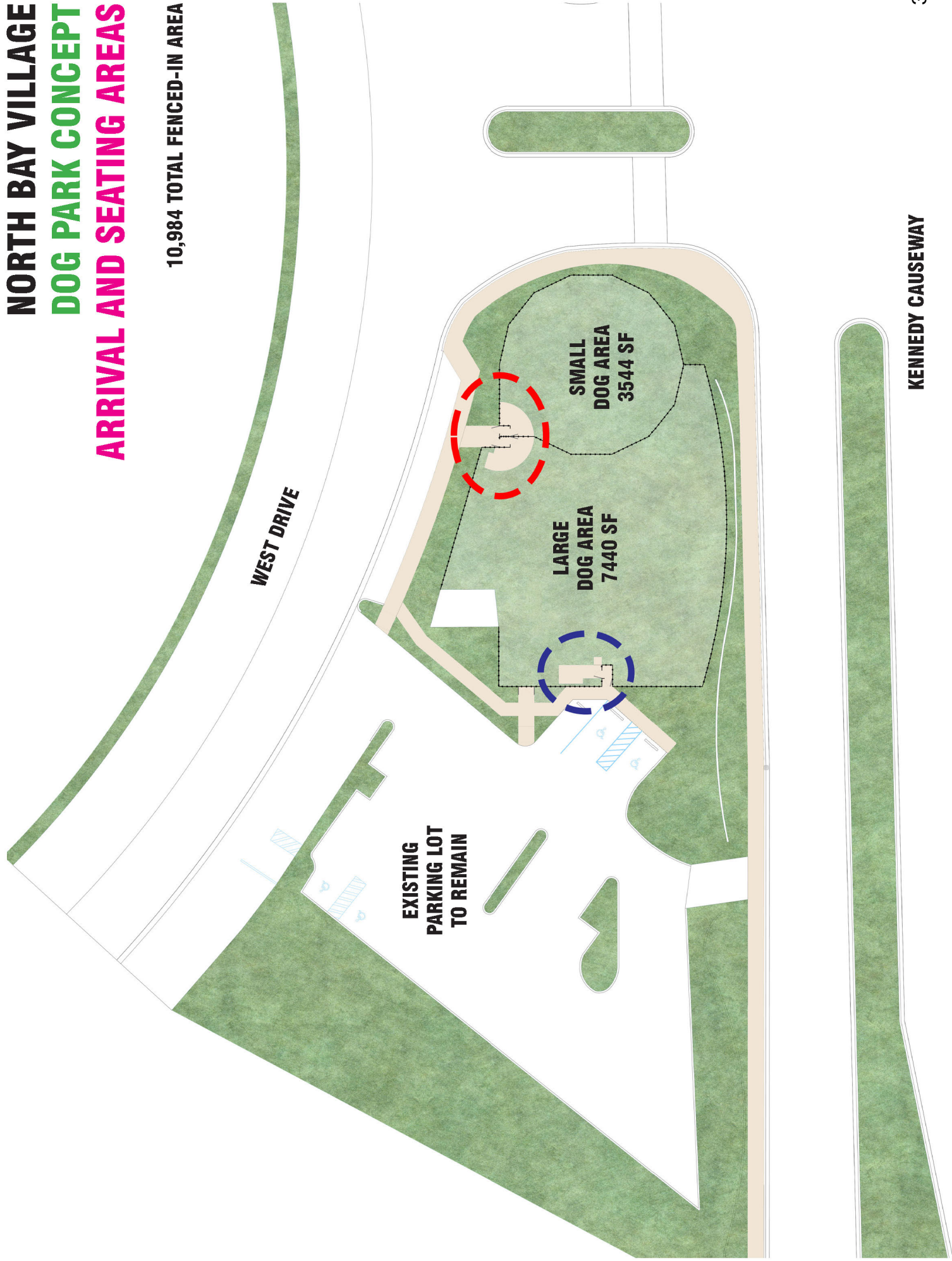
- OPPORTUNITY TO SUB-DIVIDE THE OVERALL AREA INTO SEPARATE AREAS FOR LARGE AND SMALL DOGS
- OPTION TO NOT SEPARATE THEM TODAY AND ADD THE SEPARATION AT A FUTURE DATE, OR VICE VERSA
- ALL PET AREA ENTRANCE TO HAVE A SELF-CLOSING, DOUBLE GATE ENTRANCE TO PREVENT ACCIDENTAL RUN-AWAY DOGS



NORTH BAY VILLAGE
DOG PARK CONCEPT
ARRIVAL AND SEATING AREAS

10,984 TOTAL FENCED-IN AREA

- ARRIVAL AND SEATING AREAS ARE CONSOLIDATED AND LOCATED AT THE ENTRANCE POINTS TO REDUCE COST
- SEATING AREAS WILL PROVIDE COMPLETE ADA ACCESS, SEATING AND TRASH RECEPTACLES
- DRINKING FOUNTAIN WILL BE LOCATED AT THE JOINT ENTRANCE (RED OVAL) LOCATED IMMEDIATELY OUTSIDE OF THE GATE SO IT CAN BE SHARED BY ALL-SIZE-DOG USERS



NORTH BAY VILLAGE
DOG PARK CONCEPT
EXISTING BUFFER PHOTOS



NORTH BAY VILLAGE
DOG PARK CONCEPT
EXISTING SHADE CANOPIES

10,984 TOTAL FENCED-IN AREA

- EXISTING CANOPY SHADE IS
PREDOMINANTLY ALONG THE CAUSEWAY
BUFFER



NORTH BAY VILLAGE
DOG PARK CONCEPT
PROPOSED CANOPY TREES

10,984 TOTAL FENCED-IN AREA

- CANOPY TREES WILL PROVIDE THE LEAST EXPENSIVE METHOD FOR PROVIDING SHADE TO THE PLANNED SEATING AREAS



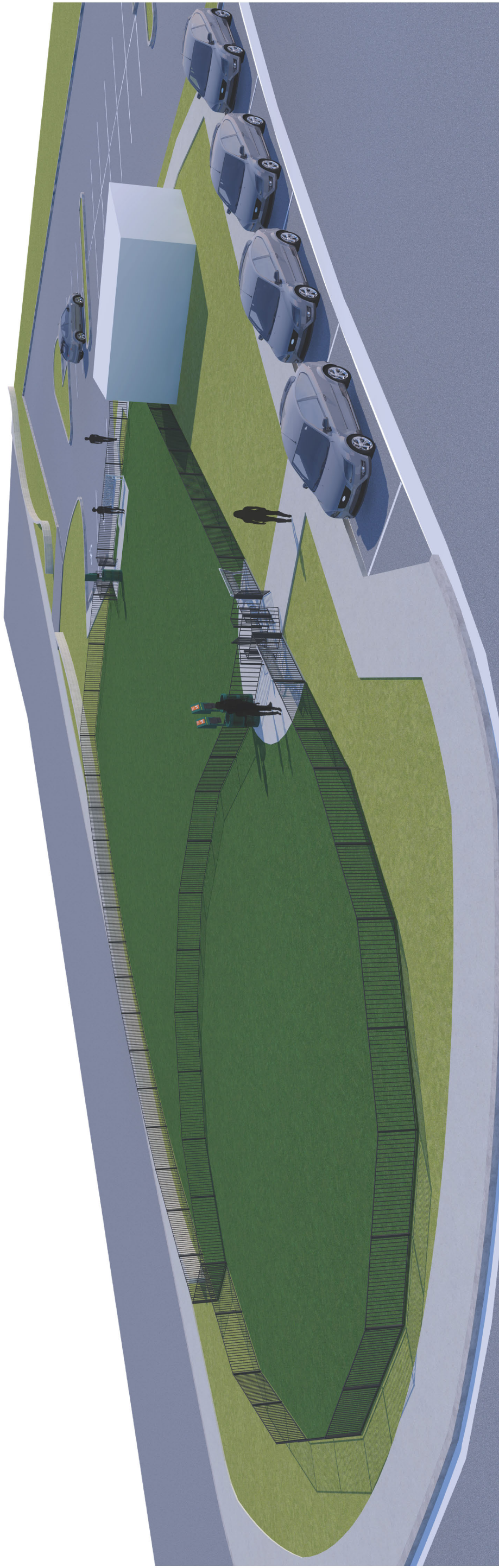
NORTH BAY VILLAGE DOG PARK CONCEPT POSSIBLE LANDSCAPE BUFFERS

10,984 TOTAL FENCED-IN AREA

- OPPORTUNITY TO PROVIDE AN ENHANCED LANDSCAPE BUFFER AROUND THE DOG PARK
- FOCUS ON BUFFER HEDGES
- LOW PLANTING TO PROVIDE VISIBILITY FROM WEST DRIVE INTO THE PARK FOR GREATER SAFETY



NORTH BAY VILLAGE
DOG PARK CONCEPT
3D MODEL VIEW



OVERALL VIEW - LOOKING NORTH WEST

NORTH BAY VILLAGE
DOG PARK CONCEPT
3D MODEL VIEWS



ENTRANCE FROM WEST DRIVE
BOTH SMALL AND LARGE DOG AREAS



ALTERNATE ENTRANCE FROM PARKING LOT
LARGE DOG AREA ONLY

OPTION 01 - FORMER SAKURA SITE

BASE DESIGN (COMPONENTS)

- *SITE PREPARATION, GRADING & FINISHING TOPSOIL
- *ST. AUGUSTINE SOD COVER (16,350 SF)
- *4-FOOT TALL CHAIN-LINK PERIMETER FENCE (720 LF)
- *4-FOOT TALL CHAIN-LINK LG-SM DIVIDER FENCE (90 LF)
- *NEW SIDEWALK (265 LF, 5' WIDE, 1325 SF)
- *NEW CONCRETE PAD AREAS FOR BENCHES (570 SF)
- AGILITY EQUIPMENT
- *NEW HOSE BIB CONNECTION
- *NEW PET-FRIENDLY DRINKING FOUNTAIN
- *NEW BENCHES (5 TOTAL)
- *NEW TRASH RECEPTACLES (3 TOTAL)
- *MISCELLANEOUS (PARKING LOT RE-STRIPING, ETC)

SUB-TOTAL OF BASE IMPROVEMENTS
CONTRACTOR SOFT COSTS (EST @ 20%)
ESTIMATED TOTAL

COST		0 INCLUDED IN CURRENT DEMOLITION CONTRACT
\$	7,358	(\$0.45 PER SF)
\$	22,680	(\$31.50 PER LF)
\$	3,600	(\$35 PER LF)
\$	5,631	(\$4.25 PER SF)
\$	2,422	(\$4.25 PER SF)
\$	5,000	(LUMP SUM)
\$	450	(LUMP SUM)
\$	4,200	(LUMP SUM)
\$	7,500	(\$1,500 EACH)
\$	6,600	(\$2,200 EACH)
\$	2,520	(LUMP SUM)
\$	67,961	
\$	13,593	
\$	81,554	

ALTERNATES (COMPONENTS)

- *NEW CANOPY SHADE TREES (5 TREES)
- NEW CANOPY SAIL STRUCTURES (2)
- *3 YARD DRAINS WITH 80 LF OF EXFILTRATION TRENCH
- K-9 SYNTHETIC TURF IN LIEU OF NATURAL SOD
- PERIMETER LANDSCAPE BUFFER PLANTING (400 SHRUBS)
- SHADE STRUCTURE (PAVILION 10X20)
- TOPOGRAPHIC AGILITY MOUNDS W/SHORT TUNNEL (2)

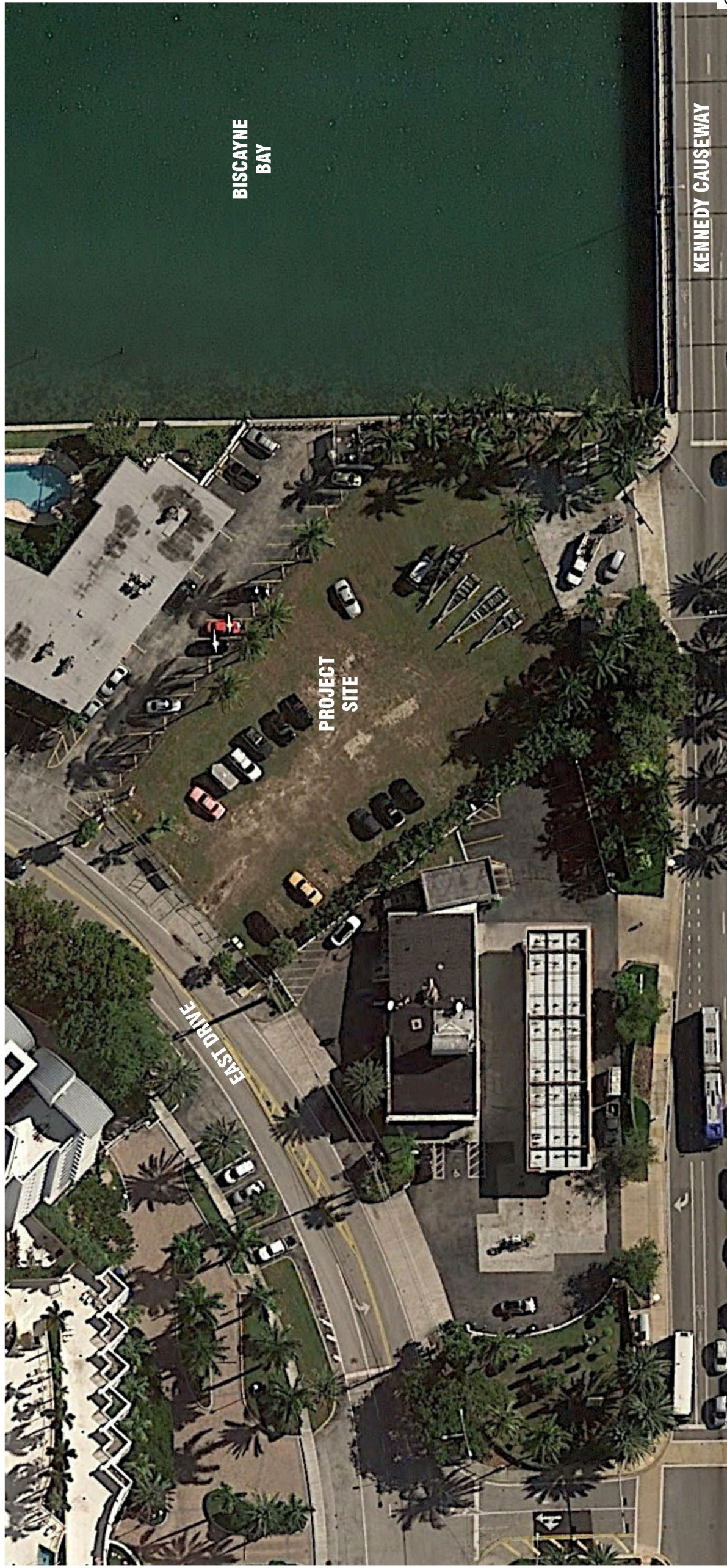
COST	
\$	2,250 (\$450 EACH)
\$	13,000 (\$6,500 EACH)
\$	11,200 (\$1800 PER DRAIN + \$95 PER LF OF TRENCH)
\$	263,400 (\$18.50 PER SF + \$11,200 DRAINAGE + \$23,040 PERIMETER CURB)
\$	5,400 (\$13.50 PER SHRUB, VARIES PER SIZE)
\$	26,500 (EACH)
\$	3,700 (\$1,850 EA)

TOTAL FOR RECOMMENDED COMPONENTS
\$ 76,411 + 20% DESIGN SOFT COSTS = \$91,694

NORTH BAY VILLAGE
DOG PARK CONCEPT
ORDER OF MAGNITUDE COSTS

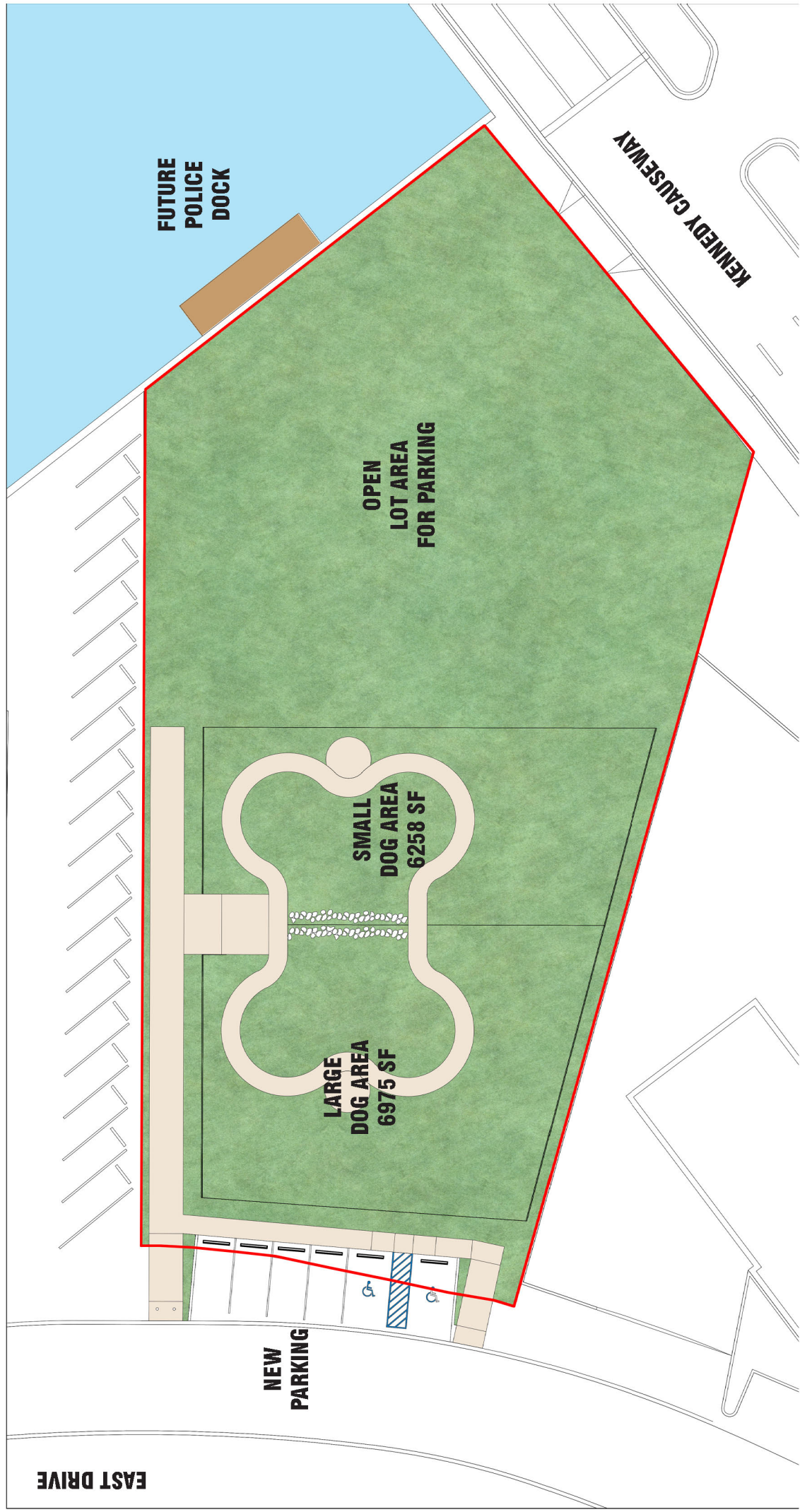
SITE OPTION 02
VILLAGE VACANT LOT
(PREV RFQ FOR VILLAGE HALL
& FIRE STATION)

NORTH BAY VILLAGE
DOG PARK CONCEPT
PROJECT VICINITY



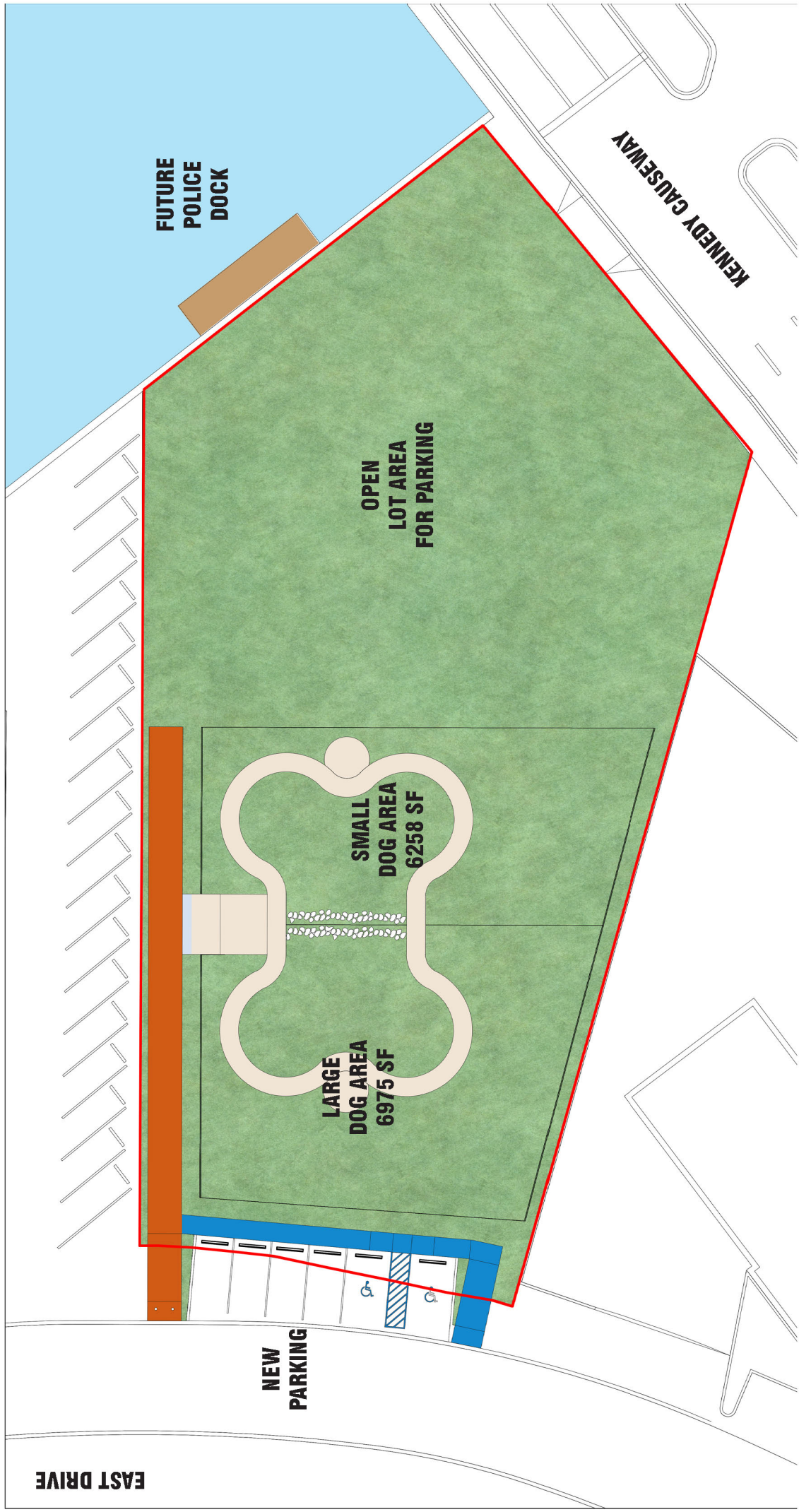
NORTH BAY VILLAGE
DOG PARK CONCEPT
OVERALL DOG AREAS

- STRATEGY IS TO KEEP THE MAJORITY OF THE IMPROVEMENTS WITHIN THE LOT BOUNDARIES OF THE PARCEL
- KEEP THE EXISTING PARKING LOT ON THE WEST AS-IS WITH MINIMAL DISTURBANCE TO NOT TRIGGER A REQUIRED UP-GRADE BY MIAMI-DADE COUNTY DERM/RER
- REPLACE THE EXISTING FENCE WITH A 4-FOOT TALL CHAIN-LINK FENCE
- FPL VAULT BUILDING TO REMAIN



NORTH BAY VILLAGE DOG PARK CONCEPT NEW SIDEWALK

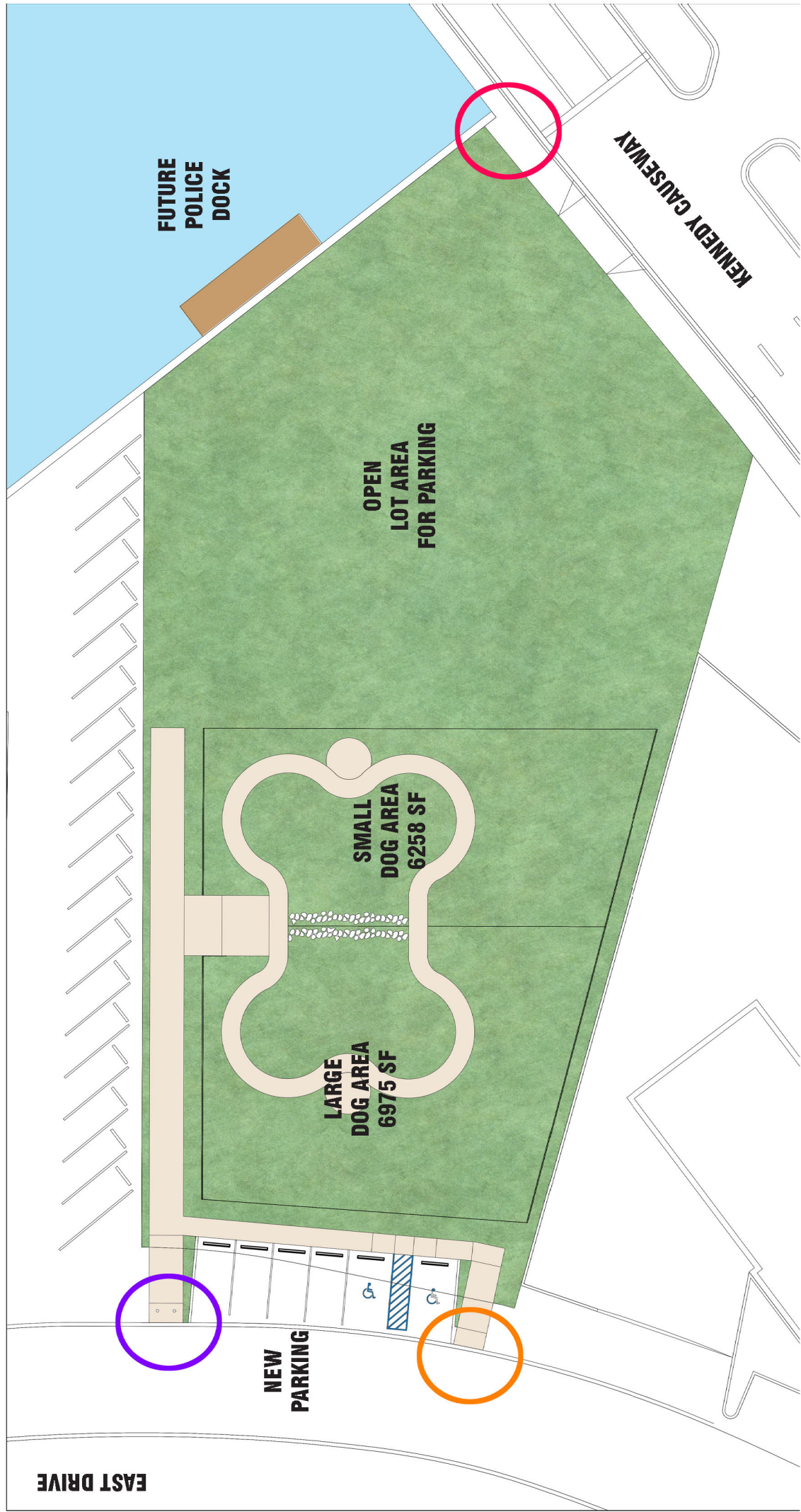
- ALL AREAS ARE COMPLETELY ADA-ACCESSIBLE
- ELIMINATE THE NEED TO ACCESS THE DOG PARK DIRECTLY FROM THE STREET CORNER
- CAPTURES EXISTING SWALE PARKING TO SERVE AS A BUFFER FROM THE STREET



13,233 TOTAL FENCED-IN AREA

NORTH BAY VILLAGE
DOG PARK CONCEPT
ACCESS & CONNECTIVITY

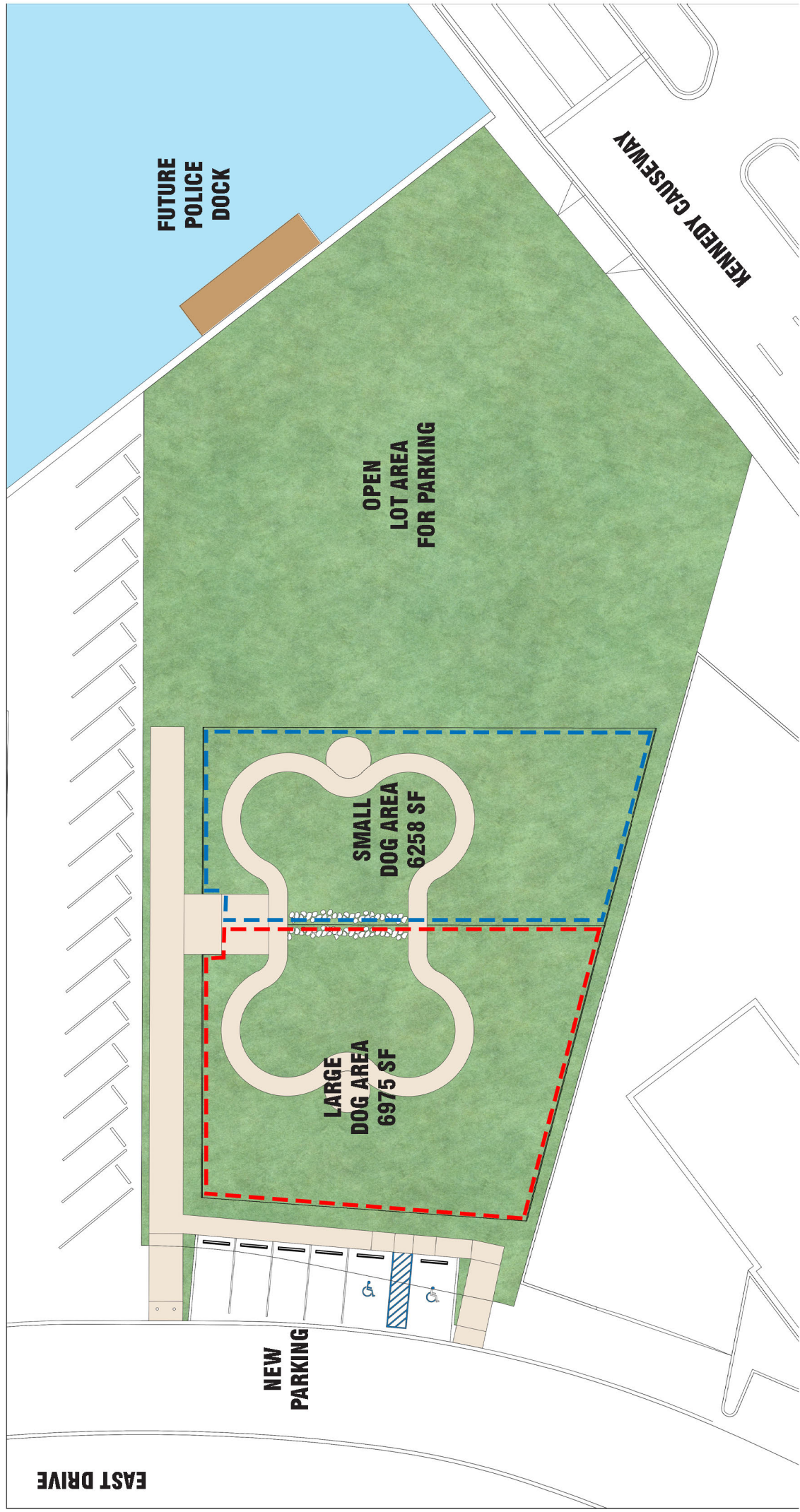
- ALL AREAS ARE COMPLETELY ADA-ACCESSIBLE
- ELIMINATE THE NEED TO ACCESS THE DOG PARK DIRECTLY FROM THE STREET CORNER



13,233 TOTAL FENCED-IN AREA

NORTH BAY VILLAGE
DOG PARK CONCEPT
SEPARATED AREAS BY SIZE

- OPPORTUNITY TO SUB-DIVIDE THE OVERALL AREA INTO SEPARATE AREAS FOR LARGE AND SMALL DOGS
- OPTION TO NOT SEPARATE THEM TODAY AND ADD THE SEPARATION AT A FUTURE DATE, OR VICE VERSA
- ALL PET AREA ENTRANCE TO HAVE A SELF-CLOSING, DOUBLE GATE ENTRANCE TO PREVENT ACCIDENTAL RUN-AWAY DOGS



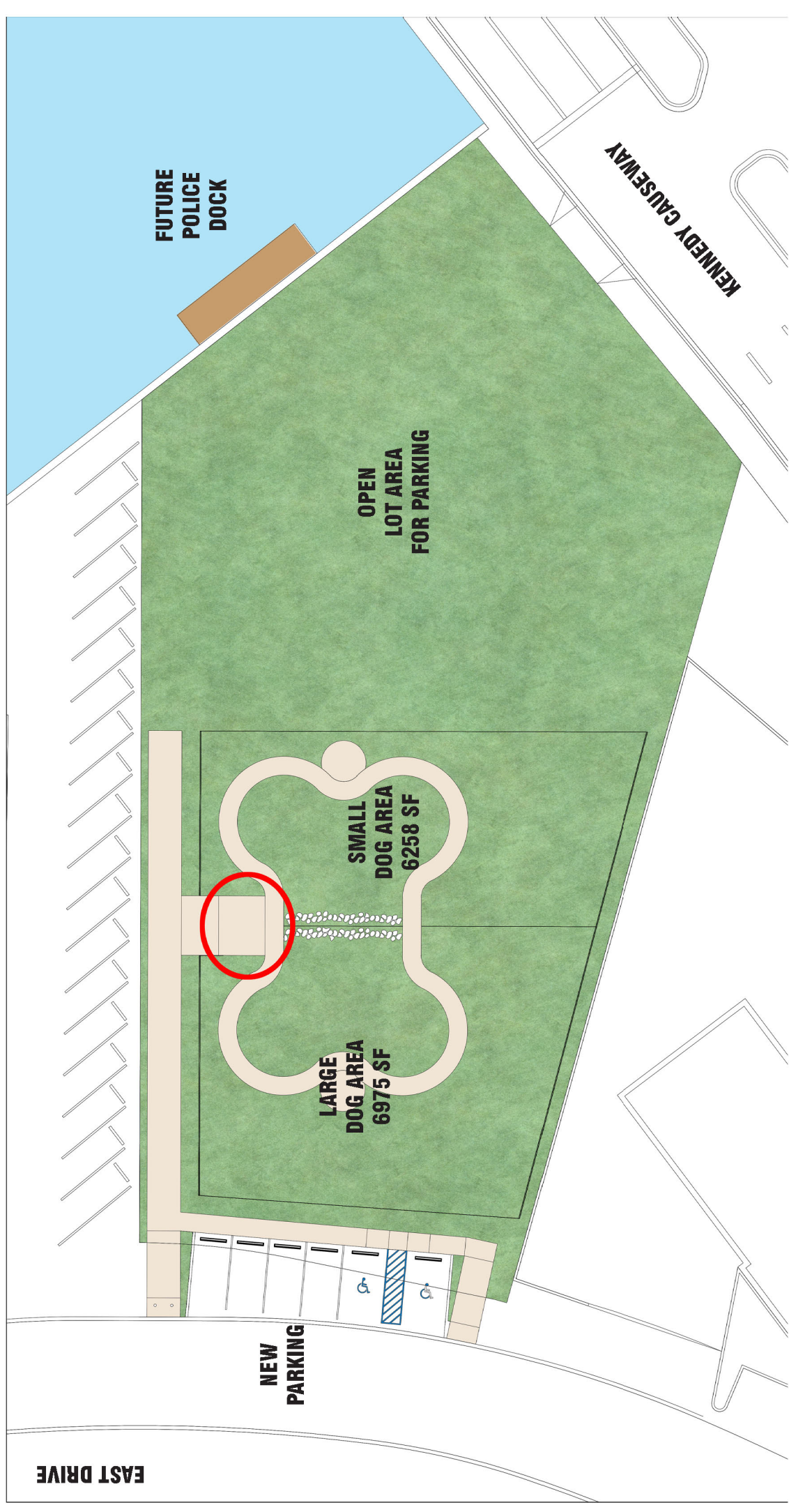
13,233 TOTAL FENCED-IN AREA

NORTH BAY VILLAGE

DOG PARK CONCEPT

ARRIVAL AND SEATING AREAS

- ARRIVAL AND SEATING AREAS ARE CONSOLIDATED AND LOCATED AT THE ENTRANCE POINTS TO REDUCE COST
- SEATING AREAS WILL PROVIDE COMPLETE ADA ACCESS, SEATING AND TRASH RECEPTACLES
- DRINKING FOUNTAIN WILL BE LOCATED AT THE JOINT ENTRANCE (RED OVAL) LOCATED IMMEDIATELY OUTSIDE OF THE GATE SO IT CAN BE SHARED BY ALL-SIZE-DOG USERS



13,233 TOTAL FENCED-IN AREA

400

NORTH BAY VILLAGE
DOG PARK CONCEPT
EXISTING SHADE CANOPIES

- EXISTING CANOPY SHADE IS
PREDOMINANTLY ALONG THE SEAWALL AND
THE BUFFER TO THE ABUTTING SHELL GAS
STATION



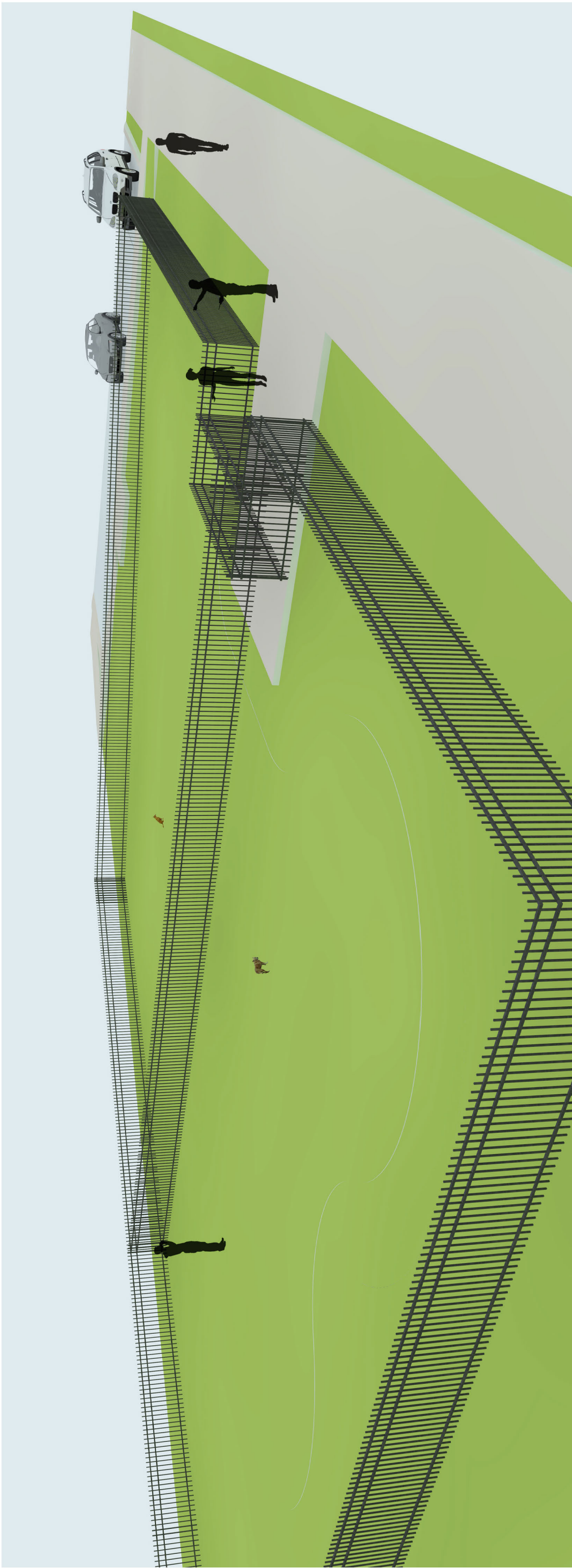
13,233 TOTAL FENCED-IN AREA

NORTH BAY VILLAGE
DOG PARK CONCEPT
PROPOSED CANOPY TREES

- CANOPY TREES WILL PROVIDE THE LEAST EXPENSIVE METHOD FOR PROVIDING SHADE TO THE PLANNED SEATING AREAS



NORTH BAY VILLAGE
DOG PARK CONCEPT
3D MODEL VIEW



OVERALL VIEW - LOOKING NORTH WEST

NORTH BAY VILLAGE
DOG PARK CONCEPT
ORDER OF MAGNITUDE COSTS

BUT WAIT
THERE'S MORE

NORTH BAY VILLAGE
DOG PARK CONCEPT
ORDER OF MAGNITUDE COSTS

WHAT IS THE **POTENTIAL** OF THIS SECOND SITE?

NORTH BAY VILLAGE
DOG PARK CONCEPT
EXISTING PHOTOS



DOG PARK
POLICE DOCK
SPACE FOR THE COMMUNITY
FLEXIBLE ‘EVENT’ SPACE
VIEWS OF THE WATER
CIVIC VALUE - PRIDE IN COMMUNITY
GATEWAY - EMBLEMMATIC AND ICONOGRAPHIC

NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION



BIRDS-EYE VIEW 408

**NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION**



VIEW INTO THE PARK FROM PARKING LOT

**NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION**



**NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION**



**NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION**



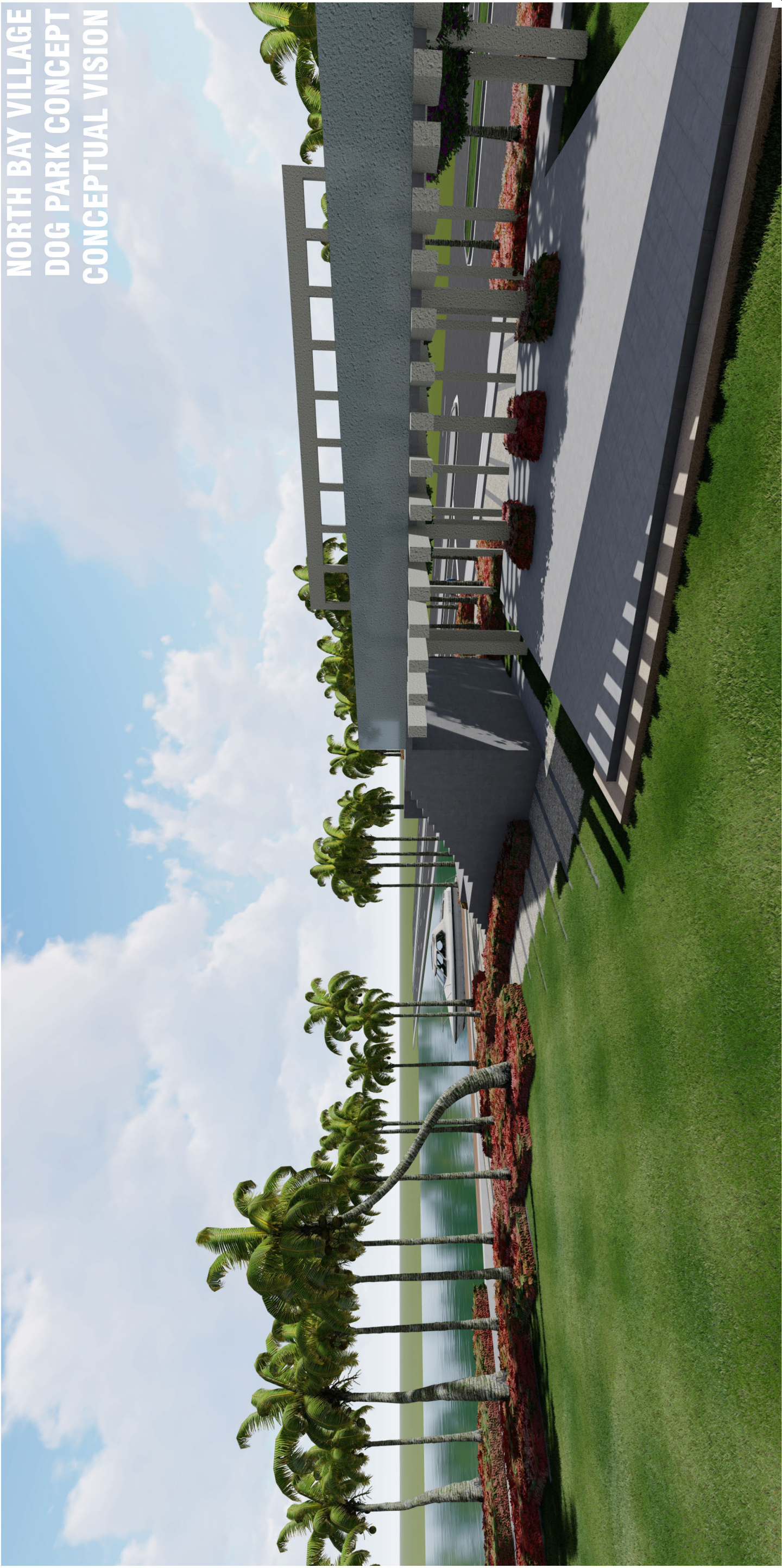
**NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION**



NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION



NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION



**NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION**



NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION



NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION



NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION



NORTH BAY VILLAGE
DOG PARK CONCEPT
CONCEPTUAL VISION



OPTION 02 - VILLAGE HALL VACANT LOT

BASE DESIGN (COMPONENTS)

* SITE PREPARATION, GRADING & FINISHING TOPSOIL	COST	\$ 2,250
* ST. AUGUSTINE SOD COVER (15,045 SF)	\$	6,771 (\$0.45 PER SF)
* 4-FOOT TALL CHAIN-LINK PERIMETER FENCE (711 LF)	\$	22,397 (\$31.50 PER LF)
* 4-FOOT TALL CHAIN-LINK LG-SM DIVIDER FENCE (95 LF)	\$	2,993 (\$31.50 PER LF)
* NEW SIDEWALK (107 LF, 5' WIDE, 535 SF, PED ONLY)	\$	2,274 (\$4.25 PER SF)
* NEW SIDEWALK (160 LF, 9' WIDE, 1440 SF, VEH ONLY)	\$	10,800 (\$7.50 PER SF)
NEW CONCRETE PAD AREAS FOR BENCHES (360 SF)	\$	1,530 (LUMP SUM)
AGILITY EQUIPMENT	\$	5,000 (LUMP SUM)
* NEW WATER METER, TAP AND HOSE BIB CONNECTION	\$	9,200 (LUMP SUM)
* NEW PET-FRIENDLY DRINKING FOUNTAIN	\$	4,200 (LUMP SUM)
* NEW BENCHES (4 TOTAL)	\$	6,000 (\$1,500 EACH)
* NEW TRASH RECEPTACLES (3 TOTAL)	\$	6,600 (\$2,200 EACH)
* MISCELLANOUS (PARKING LOT RE-STRIPING, ETC)	\$	2,520 (LUMP SUM)
SUB-TOTAL OF BASE IMPROVEMENTS		\$ 82,535
CONTRACTOR SOFT COSTS (EST @ 20%)		\$ 16,507
ESTIMATED TOTAL		\$ 99,042

ALTERNATES (COMPONENTS)

* NEW CANOPY SHADE TREES (7 TREES)	COST	\$ 3,150 (\$450 EACH)
NEW CANOPY SAIL STRUCTURES (2)	\$	13,000 (\$6,500 EACH)
3 YARD DRAINS WITH 80 LF OF EXFILTRATION TRENCH	\$	11,200 (\$1800 PER DRAIN + \$95 PER LF OF TRENCH)
K-9 SYNTHETIC TURF IN LIEU OF NATURAL SOD	\$263,400	(\$18.50 PER SF + \$11,200 DRAINAGE + \$23,040 PERIMETER CURB)
PERIMETER LANDSCAPE BUFFER PLANTING (400 SHRUBS)	\$ 5,400	(\$13.50 PER SHRUB, VARIES PER SIZE)
SHADE STRUCTURE (PAVILION 10X20)	\$ 26,500	(EACH)
TOPOGRAPHIC AGILITY MOUNDS W/SHORT TUNNEL (2)	\$ 3,700	(\$1,850 EA)

TOTAL FOR RECOMMENDED COMPONENTS
\$ 102,192 + 20% SOFT COSTS = \$122,631

OPTION 02 - VILLAGE HALL VACANT LOT

BASE DESIGN (COMPONENTS)

*SITE PREPARATION, GRADING & FINISHING TOPSOIL	COST	\$ 2,250
*ST. AUGUSTINE SOD COVER (15,045 SF)	\$	6,771 (\$0.45 PER SF)
*4-FOOT TALL CHAIN-LINK PERIMETER FENCE (711 LF)	\$	22,397 (\$31.50 PER LF)
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PERIMETER LANDSCAPE BUFFER PLANTING (400 SHRUBS)	\$ 5,400	(\$13.50 PER SHRUB, VARIES PER SIZE)
SHADE STRUCTURE (PAVILION 10X20)	\$ 26,500	(EACH)
TOPOGRAPHIC AGILITY MOUNDS W/SHORT TUNNEL (2)	\$ 3,700	(\$1,850 EA)

ALL RECOMMENDED ITEMS CAN BE USED FOR FUTURE INVESTMENTS
\$ 102,192 + 20% DESIGN SOFT COSTS = \$122,631



North Bay Village Recommendation Memorandum

**ITEM
NO. 12B2**

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Jim LaRue, Village Planner

THROUGH: Brent Latham, Mayor

SUBJECT: Island Walk Resolution

RECOMMENDATION

Renaming public upland baywalks and public over-water boardwalk to Island Walk.

BACKGROUND AND ANALYSIS

As part of ongoing efforts to improve North Bay Village as a vibrant destination for entertainment, dining, retail, and recreation opportunities, the Village has required that all commercial and high-density residential developments with frontage on Biscayne Bay provide a publicly accessible baywalk along the waterfront for enjoyment of the public. Additionally, the Village has approved a capital improvement project for development of an over-water boardwalk with ancillary piers and docks along the north side of Treasure Island. Renaming these public areas to the Island Walk helps further this community vision by creating a unique sense of place where increased public access will promote, attract, stimulate, and revitalize commerce within the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENAMING OF ALL CCURRENT AND FUTURE PUBLIC BAYWALKS AND THE PROPOSED PUBLIC BOARDWALK AS THE NORTH BAY VILLAGE ISLAND WALK; SETTING AN EFFECTIVE DATE.
(INTRODUCED BY MAYOR BRENT LATHAM)**

WHEREAS, the community vision and goal of the Village Commission is to redevelop North Bay Village into a vibrant destination for a diversity of food, dining, entertainment, and retail opportunities, recreation experiences, and a cultural hub for community gathering; and

WHEREAS, the Village Commission desires to create an Island Walk experience comprised of public upland baywalks and public over-water boardwalks throughout the commercial and multi-family residential areas of the Village; and

WHEREAS, the Village Commission has required that all commercial and high density residential developments with frontage on Biscayne Bay to provide a publicly accessible baywalk along the waterfront for enjoyment of the public; and

WHEREAS, the Village Commission has approved a capital improvement project for development of an over-water boardwalk with ancillary piers and docks overlooking the Biscayne Intercoastal Waterway for enjoyment of the public; and

WHEREAS, the concept of the Island Walk provides an opportunity to create a unique sense of place. Increased public access will promote, attract, stimulate, and revitalize commerce within the Village.

WHEREAS, the presence of the Island Walk will enhance, incentivize and contribute to the development of new buildings along the Biscayne Intercoastal Waterway to create a mixed

use environment linking the waterfront commercial and multi-family properties throughout the Village.

WHEREAS, the Village Commission finds that the creation of an Island Walk conforms to the strategic plan for the redevelopment of the Village as a whole; and is in the public's interest.

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

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

Section 2. Approval. The renaming of the Village's pland public baywalks and the over-water public boardwalks to the Island Walk is hereby approved.

Section 3. Implementation. The Village Manager, Clerk, and Attorney are authorized to implement plans for the creation of the Island Walk concept for approval by the Village Commission.

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

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

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

PASSED and ADOPTED this ____ day of _____ 2019.

MAYOR BRENT LATHAM

ATTEST:

ELORA RIERA, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

North Bay Village Resolution: Island Walk.



North Bay Village Recommendation Memorandum

**ITEM
NO. 12B3**

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: LaKeesha Moreau, Grant Writer

THROUGH: Ralph Rosado, Village Manager

SUBJECT: 2020-21 State Appropriations Project Requests

RECOMMENDATION

BACKGROUND AND ANALYSIS

Proposed State Appropriation Project Requests to submit to the Florida House and Florida Senate for the 2020-21 fiscal year. (1) North Bay Village Baywalk Economic Development Project; (2) North Bay Village Economic Revitalization-Sidewalk and ADA Upgrades; (3) North Bay Village Economic Revitalization-Drainage Improvements.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

TBD

Appropriations Project Request - Fiscal Year 2020-21

For projects meeting the Definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Questions #1 – #20 must be answered for all appropriations project requests, except #14 on information technology and #17 on Services are not required for water projects. Questions #21 - #37 are for water projects only pursuant to s. 403.885, F.S. Also, Question #5 defaults to the “Department of Environmental Protection” for water projects.

Your request will not be officially submitted unless all questions and applicable sub parts are answered.

1. Title of Project:

(For Education projects please put the name of the school preceding the title. e.g., "University of XX-- new program or new building". For water project please put the name of the County or City preceding the title.)

2. Date of Submission: Leave blank . This field will be auto-generated at the time of submission .

3. House Member Sponsor: Leave this field blank; the submitting member’s name is automatically generated by the APR system.

4. DETAILS OF AMOUNT REQUESTED:

- a. Has funding been provided in a previous State budget for this activity? Yes No If answer to 4a is “No” skip 4b and 4c and proceed to 4d, Col E
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed? Yes No
- d. Complete the following Project Request Worksheet to develop your request.

FY:		Input Prior Year Appropriation for this project for FY 2019-20 (If appropriated in FY 2019-20 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2020-21 (Requests for additional RECURRING funds in Column E are prohibited.)		
Column:	A	B	C	D	E	F	
Funds Description:	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated (Recurring plus Nonrecurring: column A + column B)	Recurring Base Budget (Will equal non-vetoed amounts provided in column A)	Additional Nonrecurring Request <i>If you leave Column E as zero, and are not requesting additional nonrecurring funding, there is no need to submit an AP request form. If you need advice on how to proceed with your request or would like to verify that you do not need to submit an AP request form, please call House Appropriations at (850) 717-4810.</i>	TOTAL Nonrecurring plus Recurring Base Funds (Will equal the amount from the Recurring base in Column D plus the Additional Nonrecurring Request in Column E.)	
Input Amounts:			{Automatic Calculation}	{Automatic Calculation}		{Automatic Calculation}	

5. Are funds for this issue requested in a state agency's Legislative Budget Request submitted for FY 2020-21? Yes No *Select No if LBR's have not yet been submitted for fiscal year.*
- a. If yes, which state agency?
- b. If no, which is the most appropriate state agency to place an appropriation for the issue being requested?

For example, if the requested issue pertains to services provided to inmates at correctional facilities, the Department of Corrections would be the most appropriate state agency. If the requested issue is for a local emergency management or disaster preparedness issue the correct Department is the Executive Office of the Governor which contains the Division of Emergency Management

- c. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? Yes No
- d. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

Description

6. Requester:

a. Name:

b. Organization:

c. Email:

f. Phone #:

7. Contact for questions about specific technical or financial details about the project. *Please check "same" if same as Requester.* Same

a. Name:

b. Organization:

c. Email:

d. Phone #:

8. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None. None

If yes, please provide: *Please supply the name of the primary lobbyist making contacts regarding the request.*

a. Name:

b. Firm:

c. Email:

d. Phone #:

9. Organization or Name of entity receiving funds:

If the entity ultimately receiving the funds is a state agency, the request might not be an appropriations project as defined by House Rule 5.14. Please refer to House Rule 5.14 to ensure that the request fits the definition of an appropriations project.

a. Name:

b. County (County where funds are to be expended)

c. Service Area (Counties being served by the service(s) provided with funding)

Please note that the County where the funds are to be expended, often is, but may not always be, the County receiving the services. For example, a building may be built in and/or funds expended in Leon County for a particular program that may provide either statewide services or services to Leon, Gadsden, and Wakulla counties.

10. What type of organization is the entity that will receive the funds?

If other (Please describe)

11. What is the specific purpose or goal that will be achieved by the funds being requested?

12. Provide specific details on how funds will be spent. (Select all that apply)

Provide specific details by selecting all appropriate Spending Categories which best reflect the proposed use of the requested funds. If funds are not requested for a Spending Category listed do not select it. In the Description column for each selected category, succinctly describe in detail what the funds in that Spending Category will be used for (E.g., "Salaries will be used to hire a part time driver to assist with delivery of meals.") In the Nonrecurring column, list the amount to be spent on the selected category.
NOTE: The sum of amounts for each Spending Category must equal the total nonrecurring request (See 4d, Column E).

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the category
<u>Administrative Costs:</u>			
a. Executive Director/Project Head Salary and Benefits	Yes No		
b. Other Salary and Benefits	Yes No		
c. Expense/Equipment/Travel/Supplies/Other	Yes No		
d. Consultants/Contracted Services/Study	Yes No		

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the category
<u>Operational Costs:</u>			
e. Salaries and Benefits	Yes No		
f. Expenses/Equipment/Travel/Supplies/Other	Yes No		
g. Consultants/Contracted Services/Study	Yes No		
<u>Fixed Capital Construction/Major Renovation:</u>			
h. Construction/Renovation/Land/Planning Engineering	Yes No		
i. <u>Other</u>			

13. For the Fixed Capital Costs requested with this issue in Question 12, a YES was selected for “h. Fixed Capital Outlay” costs, what type of ownership will the facility be under when complete? (Select one correct option).

If the requested funding includes proposed Fixed Capital Costs as indicated by Question 12h, select the ownership category for the owner of the facility being planned, constructed, renovated, or improved or which represents the owner of land being purchased, improved or surveyed.

If other, please describe:

14. Is the project request an information technology project? Yes No **Water projects skip to #15**

If the requested funding described in Question 12 is for an information technology products or services project, select “YES”. If “NO” is selected there will be no need to answer Questions 14a through f.

- a. Will this information technology project be managed within a state agency to support state agency program goals? Yes No
- b. What is the total cost (all years) to design and build the project?
This project budget should total all non-recurring costs expected over the entire project lifecycle by fiscal year, identifying all one-time costs from project initiation to implementation.

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

Operational and maintenance (O&M) costs should total the annual amount necessary to sustain the project once completed, to include personnel (state FTE and contractors), application maintenance (such as annual software as a service (SaaS) licensing/usage costs, hardware lease/purchase), data center services, plant and facility costs (such as call center space or offices for support staff), and any other recurring costs.

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? Yes No

e. What are the specific business objectives or needs the IT project is intended to address?

Provide a clear statement of need that describes the conditions that created, or significantly contributed to, the problem or opportunity being addressed by the project. Document the current status of the program or service and describe in detail all areas that need improvement that the project will address, i.e., current inefficiencies, problems and/or shortfalls.

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

Clearly identify the results that must be achieved from the proposed solution that will prove the project was successful. Propose any quantifiable business metrics that could be used to determine project success.

15. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support? Yes No

Please describe:

If you are unable to describe the documented show of support please answer "No". If support for the requested funding is documented select "YES". If "YES", provide in the description in Question 15 the date of approval, the dates of meetings where support was documented, types of meetings, names or numbers of people or organizations writing letters of support or any supporting information regarding the documented support.

16. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? Yes No

Please Describe:

If you are unable to describe the documented study please answer "No". If support for the requested funding is documented by a Study select "YES". If "YES", provide in the description in Question 16a, the title, author and date of the report or study, who requested the study or report, and briefly describe report or study findings which support funding.

17. Will the requested funds be used directly for services to citizens? Yes No

If the funds requested are for direct services to citizens, select the description that best fits the population group being served. More than one group may be picked. If the group being served is not listed check "Other" and provide a brief description of the group.

Water projects skip to #18

- a. What are the activities and services that will be provided to meet the purpose of the funds?
- b. Describe the direct services to be provided to the citizens by the funding requested.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups:"). Select all that apply to the target population:

- Elderly persons
- Persons with poor mental health
- Persons with poor physical health
- Jobless persons
- Economically disadvantaged persons
- At-risk youth
- Homeless

Developmentally disabled

Physically disabled

Drug users (in health services)

Preschool students

Grade school students

High school students

University/college students

Currently or formerly incarcerated persons

Drug offenders (in criminal Justice)

Victims of crime

General (The majority of funds will benefit no specific group)

Other

If Other, please describe:

d. How many in the target population are expected to be served?

If the funds requested are for direct services to citizens, select the numbers of citizens in the group expected to be served. For example if the requested funds will provide meals for 100 low-income seniors, select "51-100" for the number served provided the requested funds were approved.

18. What benefits or outcomes will be realized by the expenditure of funds requested (Select each Benefit/Outcome that applies):

Expected Outcomes from Expenditure of Funds Requested:

First Column, select any number of the listed outcomes that apply. If the expected outcome is not listed for the requested funds, select "Other" and provide a brief description.

Second Column, for each outcome selected, describe the specific measure of the benefit or outcome. For example, an outcome may be improving physical health. A measure may be reduced blood pressure in patients with high blood pressure. Another example may be an outcome of reducing substance abuse. A measure may be clean urinalyses. **Do not select as a measure the number of persons receiving services.**

Third Column, describe how that outcome will be measured. For example, the outcome of improved physical health, where the measure may be reduced blood pressure could be measured by recording the blood pressure of all patients receiving services after 2, 4 and 6 months of treatment and comparing the results to untreated populations and to other populations with differing treatments. On the outcome of reducing substance abuse, the measure may be the percentage of treatment recipients who have clean urinalysis 6 months after completing treatment.

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve physical health		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve mental health		
	Enrich cultural experience		
	Improve agricultural production/ promotion/education		
	Improve quality of education		
	Enhance/preserve/improve environmental or fish and wildlife quality		
	Protect the general public from harm (environmental, criminal, etc.)		
	Improve transportation conditions		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Increase or improve economic activity		
	Increase tourism		
	Create specific immediate job opportunities		
	Enhance specific individual's economic self sufficiency		
	Reduce recidivism		
	Reduce substance abuse		
	Divert from Criminal/Juvenile justice system		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve wastewater management		
	Improve stormwater management		
	Improve groundwater quality		
	Improve drinking water quality		
	Improve surface water quality		
	Other (Please describe)		

19. Provide the total cost of the project for FY 2020-21 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total (Automatically Calculates)	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request:	{Automatically pulls from request Total 4.d. Col E}	{Automatic percentage calculation}	N/A
2. Federal:		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
3. State: (Excluding the requested Total Amount in #4d, Column F)		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
4. Local:		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
5. Other:		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
U			

20. Is this a multi-year project requiring funding from the state for more than one year? Yes No

a. How much state funding would be requested after 2020-21 over the next 5 years?

Estimate the approximate probable total state funding that will be requested over the next 5 years, including the current request. Include both nonrecurring funding needed and annual operating funding that will be requested when you chose an answer.

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

Provide the total nonrecurring cost of the project for all years assuming the project has a beginning and a completion. Include all funds required to complete the project including federal, state, local and other funds needed. For any projects that are ongoing in nature (such as recurring administrative or operating costs, or ongoing costs to provide services) select "on-going activity – no total cost"

The questions below are additional questions for water projects only

21. What is the revenue source of ongoing operating Funds?

Input the revenue source that will be used for any ongoing operating costs (e.g., ad valorem, gas tax, stormwater fee, etc.)

22. Has local approval been given for ongoing operating funds? Yes No

Indicate "Yes" or "No" if the local government that will be providing the ongoing operating funds has given approval. An example of local approval would be an approved motion at a county commission meeting to fund the ongoing operating funds for the project.

23. Have you applied for alternative state funding?

If Other, please describe:

24. Has project been addressed in a local, regional, or state plan?

Yes

No

Indicate "Yes" or "No" and if yes, input the name of the plan and cite the page numbers in the plan that refer to the requested project. An example of a local plan is the City of Miami Beach Stormwater Master Plan. An example of a regional plan is the Regional Water Supply Plan by the Central Florida Water Initiative. An example of a state plan is the Florida Forever Five Year Plan.

a. If Yes, Insert Plan Name and Cite Page Numbers

25. Is the project for a financially disadvantaged community?

Yes

No

Indicate "Yes" or "No" if the project is for a financially disadvantaged community as defined in [Chapter 62-552, F.A.C.](#)

26. What is the population economic status?

27. What is the status of planning?

Planning is the systematic identification of project tasks, task schedules, and resources required for task accomplishment. Select the planning status as of the date that you are filling out the form. Select "Ready" if the project planning process has begun or is completed. Select "Not Ready" if the planning process has not been initiated.

28. What percentage of the planning process has been completed?

Input the percentage of the project planning process that has been completed as of the date that you are filling out the form. If the planning process has not begun, input 0%.

29. What is the estimated planning completion date?

Input the estimated date when the planning process will be completed. If already complete, input the date the planning process was completed.

30. What is the status of design?

Design is a model, sketch, drawing, outline, description, or specification used to create the vision of that which is to be created. Select the design status as of the date that you are filling out the form. Select "Ready" if the project design process has begun or is completed. Select "Not Ready" if the design process has not been initiated.

31. What percentage of design has been completed?

Input the percentage of the project design process that has been completed as of the date that you are filling out the form. If the design process has not begun, input 0%.

32. What is the estimated design completion date?

Input the estimated date when the design process will be completed. If already complete, input the date the design process was completed.

33. List all required permits

Input all of the permits that are required to complete the project. Permits could be required by federal, state, and local governments.

34. What is the status of permitting?

It is likely that a permit(s) will be required for a water project. Select the permitting status as of the date that you are filling out the form. Select "Planned" if no permit requests have been submitted yet. Select "Submitted" if permit requests have been submitted and are pending but have not yet been received. Select "Received" if the permits have been received.

35. What is the status of construction?

Construction is the actual building or implementation of the project. Select the construction status as of the date that you are filling out the form. Select "Ready" if the project construction process is ready to begin or has begun. Typically the construction process is only ready when the planning, design, and permitting processes have been completed. Select "Not Ready" if the construction process is not ready to begin and planning and/or design still need to be done.

36. What percentage of construction has been completed?

Input the percentage of the project construction process that has been completed as of the date that you are filling the form. If the construction process has not begun, input 0%.

37. What is the estimated completion date of construction?

DRAFT

Appropriations Project Request - Fiscal Year 2020-21

For projects meeting the Definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Questions #1 – #20 must be answered for all appropriations project requests, except #14 on information technology and #17 on Services are not required for water projects. Questions #21 - #37 are for water projects only pursuant to s. 403.885, F.S. Also, Question #5 defaults to the “Department of Environmental Protection” for water projects.

Your request will not be officially submitted unless all questions and applicable sub parts are answered.

1. Title of Project:

(For Education projects please put the name of the school preceding the title. e.g., "University of XX-- new program or new building". For water project please put the name of the County or City preceding the title.)

2. Date of Submission: Leave blank . This field will be auto-generated at the time of submission .

3. House Member Sponsor: Leave this field blank; the submitting member’s name is automatically generated by the APR system.

4. DETAILS OF AMOUNT REQUESTED:

- a. Has funding been provided in a previous State budget for this activity?

YesNo

If answer to 4a is “No” skip 4b and 4c and proceed to 4d, Col E
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed?

YesNo
- d. Complete the following Project Request Worksheet to develop your request.

FY:		Input Prior Year Appropriation for this project for FY 2019-20 (If appropriated in FY 2019-20 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2020-21 (Requests for additional RECURRING funds in Column E are prohibited.)		
Column:	A	B	C	D	E	F	
Funds Description:	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated (Recurring plus Nonrecurring: column A + column B)	Recurring Base Budget (Will equal non-vetoed amounts provided in column A)	Additional Nonrecurring Request <i>If you leave Column E as zero, and are not requesting additional nonrecurring funding, there is no need to submit an AP request form. If you need advice on how to proceed with your request or would like to verify that you do not need to submit an AP request form, please call House Appropriations at (850) 717-4810.</i>	TOTAL Nonrecurring plus Recurring Base Funds (Will equal the amount from the Recurring base in Column D plus the Additional Nonrecurring Request in Column E.)	
Input Amounts:			{Automatic Calculation}	{Automatic Calculation}		{Automatic Calculation}	

5. Are funds for this issue requested in a state agency's Legislative Budget Request submitted for FY 2020-21? Yes No *Select No if LBR's have not yet been submitted for fiscal year.*
- a. If yes, which state agency?
- b. If no, which is the most appropriate state agency to place an appropriation for the issue being requested?

For example, if the requested issue pertains to services provided to inmates at correctional facilities, the Department of Corrections would be the most appropriate state agency. If the requested issue is for a local emergency management or disaster preparedness issue the correct Department is the Executive Office of the Governor which contains the Division of Emergency Management

- c. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? Yes No
- d. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

Description

6. Requester:

a. Name:

b. Organization:

c. Email:

d. Phone #:

7. Contact for questions about specific technical or financial details about the project. *Please check "same" if same as Requester.* Same

a. Name:

b. Organization:

c. Email:

d. Phone #:

8. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None. None

If yes, please provide: *Please supply the name of the primary lobbyist making contacts regarding the request.*

a. Name:

b. Firm:

c. Email:

d. Phone #:

9. Organization or Name of entity receiving funds:

If the entity ultimately receiving the funds is a state agency, the request might not be an appropriations project as defined by House Rule 5.14. Please refer to House Rule 5.14 to ensure that the request fits the definition of an appropriations project.

a. Name:

b. County (County where funds are to be expended)

c. Service Area (Counties being served by the service(s) provided with funding)

Please note that the County where the funds are to be expended, often is, but may not always be, the County receiving the services. For example, a building may be built in and/or funds expended in Leon County for a particular program that may provide either statewide services or services to Leon, Gadsden, and Wakulla counties.

10. What type of organization is the entity that will receive the funds?

If other (Please describe)

11. What is the specific purpose or goal that will be achieved by the funds being requested?

12. Provide specific details on how funds will be spent. (Select all that apply)

Provide specific details by selecting all appropriate Spending Categories which best reflect the proposed use of the requested funds. If funds are not requested for a Spending Category listed do not select it. In the Description column for each selected category, succinctly describe in detail what the funds in that Spending Category will be used for (E.g., "Salaries will be used to hire a part time driver to assist with delivery of meals.") In the Nonrecurring column, list the amount to be spent on the selected category.
NOTE: The sum of amounts for each Spending Category must equal the total nonrecurring request (See 4d, Column E).

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the category
<u>Administrative Costs:</u>			
a. Executive Director/Project Head Salary and Benefits	Yes No		
b. Other Salary and Benefits	Yes No		
c. Expense/Equipment/Travel/Supplies/Other	Yes No		
d. Consultants/Contracted Services/Study	Yes No		

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the category
<u>Operational Costs:</u>			
e. Salaries and Benefits	Yes No		
f. Expenses/Equipment/Travel/Supplies/Other	Yes No		
g. Consultants/Contracted Services/Study	Yes No		
<u>Fixed Capital Construction/Major Renovation:</u>			
h. Construction/Renovation/Land/Planning Engineering	Yes No		
i. <u>Other</u>			

13. For the Fixed Capital Costs requested with this issue in Question 12, a YES was selected for “h. Fixed Capital Outlay” costs, what type of ownership will the facility be under when complete? (Select one correct option).

If the requested funding includes proposed Fixed Capital Costs as indicated by Question 12h, select the ownership category for the owner of the facility being planned, constructed, renovated, or improved or which represents the owner of land being purchased, improved or surveyed.

If other, please describe:

14. Is the project request an information technology project? Yes No **Water projects skip to #15**

If the requested funding described in Question 12 is for an information technology products or services project, select “YES”. If “NO” is selected there will be no need to answer Questions 14a through f.

- a. Will this information technology project be managed within a state agency to support state agency program goals? Yes No
- b. What is the total cost (all years) to design and build the project?
This project budget should total all non-recurring costs expected over the entire project lifecycle by fiscal year, identifying all one-time costs from project initiation to implementation.

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

Operational and maintenance (O&M) costs should total the annual amount necessary to sustain the project once completed, to include personnel (state FTE and contractors), application maintenance (such as annual software as a service (SaaS) licensing/usage costs, hardware lease/purchase), data center services, plant and facility costs (such as call center space or offices for support staff), and any other recurring costs.

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? Yes No

e. What are the specific business objectives or needs the IT project is intended to address?

Provide a clear statement of need that describes the conditions that created, or significantly contributed to, the problem or opportunity being addressed by the project. Document the current status of the program or service and describe in detail all areas that need improvement that the project will address, i.e., current inefficiencies, problems and/or shortfalls.

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

Clearly identify the results that must be achieved from the proposed solution that will prove the project was successful. Propose any quantifiable business metrics that could be used to determine project success.

15. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support? Yes No

Please describe:

If you are unable to describe the documented show of support please answer "No". If support for the requested funding is documented select "YES". If "YES", provide in the description in Question 15 the date of approval, the dates of meetings where support was documented, types of meetings, names or numbers of people or organizations writing letters of support or any supporting information regarding the documented support.

16. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? Yes No

Please Describe:

If you are unable to describe the documented study please answer "No". If support for the requested funding is documented by a Study select "YES". If "YES", provide in the description in Question 16a, the title, author and date of the report or study, who requested the study or report, and briefly describe report or study findings which support funding.

17. Will the requested funds be used directly for services to citizens? Yes No

If the funds requested are for direct services to citizens, select the description that best fits the population group being served. More than one group may be picked. If the group being served is not listed check "Other" and provide a brief description of the group.

Water projects skip to #18

- a. What are the activities and services that will be provided to meet the purpose of the funds?
- b. Describe the direct services to be provided to the citizens by the funding requested.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups:"). Select all that apply to the target population:

- Elderly persons
- Persons with poor mental health
- Persons with poor physical health
- Jobless persons
- Economically disadvantaged persons
- At-risk youth
- Homeless

Developmentally disabled

Physically disabled

Drug users (in health services)

Preschool students

Grade school students

High school students

University/college students

Currently or formerly incarcerated persons

Drug offenders (in criminal Justice)

Victims of crime

General (The majority of funds will benefit no specific group)

Other

If Other, please describe:

d. How many in the target population are expected to be served?

If the funds requested are for direct services to citizens, select the numbers of citizens in the group expected to be served. For example if the requested funds will provide meals for 100 low-income seniors, select "51-100" for the number served provided the requested funds were approved.

18. What benefits or outcomes will be realized by the expenditure of funds requested (Select each Benefit/Outcome that applies):

Expected Outcomes from Expenditure of Funds Requested:

First Column, select any number of the listed outcomes that apply. If the expected outcome is not listed for the requested funds, select "Other" and provide a brief description.

Second Column, for each outcome selected, describe the specific measure of the benefit or outcome. For example, an outcome may be improving physical health. A measure may be reduced blood pressure in patients with high blood pressure. Another example may be an outcome of reducing substance abuse. A measure may be clean urinalyses. **Do not select as a measure the number of persons receiving services.**

Third Column, describe how that outcome will be measured. For example, the outcome of improved physical health, where the measure may be reduced blood pressure could be measured by recording the blood pressure of all patients receiving services after 2, 4 and 6 months of treatment and comparing the results to untreated populations and to other populations with differing treatments. On the outcome of reducing substance abuse, the measure may be the percentage of treatment recipients who have clean urinalysis 6 months after completing treatment.

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve physical health		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve mental health		
	Enrich cultural experience		
	Improve agricultural production/ promotion/education		
	Improve quality of education		
	Enhance/preserve/improve environmental or fish and wildlife quality		
	Protect the general public from harm (environmental, criminal, etc.)		
	Improve transportation conditions		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Increase or improve economic activity		
	Increase tourism		
	Create specific immediate job opportunities		
	Enhance specific individual's economic self sufficiency		
	Reduce recidivism		
	Reduce substance abuse		
	Divert from Criminal/Juvenile justice system		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve wastewater management		
	Improve stormwater management		
	Improve groundwater quality		
	Improve drinking water quality		
	Improve surface water quality		
	Other (Please describe)		

19. Provide the total cost of the project for FY 2020-21 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total (Automatically Calculates)	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request:	{Automatically pulls from request Total 4.d. Col E}	{Automatic percentage calculation}	N/A
2. Federal:		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
3. State: (Excluding the requested Total Amount in #4d, Column F)		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
4. Local:		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
5. Other:		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
U			

20. Is this a multi-year project requiring funding from the state for more than one year? Yes No

a. How much state funding would be requested after 2020-21 over the next 5 years?

Estimate the approximate probable total state funding that will be requested over the next 5 years, including the current request. Include both nonrecurring funding needed and annual operating funding that will be requested when you chose an answer.

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

Provide the total nonrecurring cost of the project for all years assuming the project has a beginning and a completion. Include all funds required to complete the project including federal, state, local and other funds needed. For any projects that are ongoing in nature (such as recurring administrative or operating costs, or ongoing costs to provide services) select "on-going activity – no total cost"

The questions below are additional questions for water projects only

21. What is the revenue source of ongoing operating Funds?

Input the revenue source that will be used for any ongoing operating costs (e.g., ad valorem, gas tax, stormwater fee, etc.)

22. Has local approval been given for ongoing operating funds? Yes No

Indicate "Yes" or "No" if the local government that will be providing the ongoing operating funds has given approval. An example of local approval would be an approved motion at a county commission meeting to fund the ongoing operating funds for the project.

23. Have you applied for alternative state funding?

If Other, please describe:

24. Has project been addressed in a local, regional, or state plan?

Yes

No

Indicate "Yes" or "No" and if yes, input the name of the plan and cite the page numbers in the plan that refer to the requested project. An example of a local plan is the City of Miami Beach Stormwater Master Plan. An example of a regional plan is the Regional Water Supply Plan by the Central Florida Water Initiative. An example of a state plan is the Florida Forever Five Year Plan.

a. If Yes, Insert Plan Name and Cite Page Numbers

25. Is the project for a financially disadvantaged community?

Yes

No

Indicate "Yes" or "No" if the project is for a financially disadvantaged community as defined in [Chapter 62-552, F.A.C.](#)

26. What is the population economic status?

27. What is the status of planning?

Planning is the systematic identification of project tasks, task schedules, and resources required for task accomplishment. Select the planning status as of the date that you are filling out the form. Select "Ready" if the project planning process has begun or is completed. Select "Not Ready" if the planning process has not been initiated.

28. What percentage of the planning process has been completed?

Input the percentage of the project planning process that has been completed as of the date that you are filling out the form. If the planning process has not begun, input 0%.

29. What is the estimated planning completion date?

Input the estimated date when the planning process will be completed. If already complete, input the date the planning process was completed.

30. What is the status of design?

Design is a model, sketch, drawing, outline, description, or specification used to create the vision of that which is to be created. Select the design status as of the date that you are filling out the form. Select "Ready" if the project design process has begun or is completed. Select "Not Ready" if the design process has not been initiated.

31. What percentage of design has been completed?

Input the percentage of the project design process that has been completed as of the date that you are filling out the form. If the design process has not begun, input 0%.

32. What is the estimated design completion date?

Input the estimated date when the design process will be completed. If already complete, input the date the design process was completed.

33. List all required permits

Input all of the permits that are required to complete the project. Permits could be required by federal, state, and local governments.

34. What is the status of permitting?

It is likely that a permit(s) will be required for a water project. Select the permitting status as of the date that you are filling out the form. Select "Planned" if no permit requests have been submitted yet. Select "Submitted" if permit requests have been submitted and are pending but have not yet been received. Select "Received" if the permits have been received.

35. What is the status of construction?

Construction is the actual building or implementation of the project. Select the construction status as of the date that you are filling out the form. Select "Ready" if the project construction process is ready to begin or has begun. Typically the construction process is only ready when the planning, design, and permitting processes have been completed. Select "Not Ready" if the construction process is not ready to begin and planning and/or design still need to be done.

36. What percentage of construction has been completed?

Input the percentage of the project construction process that has been completed as of the date that you are filling the form. If the construction process has not begun, input 0%.

37. What is the estimated completion date of construction?

DRAFT

Appropriations Project Request - Fiscal Year 2020-21

For projects meeting the Definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Questions #1 – #20 must be answered for all appropriations project requests, except #14 on information technology and #17 on Services are not required for water projects. Questions #21 - #37 are for water projects only pursuant to s. 403.885, F.S. Also, Question #5 defaults to the “Department of Environmental Protection” for water projects.

Your request will not be officially submitted unless all questions and applicable sub parts are answered.

1. Title of Project:

(For Education projects please put the name of the school preceding the title. e.g., "University of XX– new program or new building". For water project please put the name of the County or City preceding the title.)

2. Date of Submission: Leave blank . This field will be auto-generated at the time of submission .

3. House Member Sponsor: Leave this field blank; the submitting member’s name is automatically generated by the APR system.

4. DETAILS OF AMOUNT REQUESTED:

- a. Has funding been provided in a previous State budget for this activity? Yes No If answer to 4a is “No” skip 4b and 4c and proceed to 4d, Col E
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed? Yes No
- d. Complete the following Project Request Worksheet to develop your request.

FY:		Input Prior Year Appropriation for this project for FY 2019-20 (If appropriated in FY 2019-20 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2020-21 (Requests for additional RECURRING funds in Column E are prohibited.)		
Column:	A	B	C	D	E	F	
Funds Description:	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated (Recurring plus Nonrecurring: column A + column B)	Recurring Base Budget (Will equal non-vetoed amounts provided in column A)	Additional Nonrecurring Request <i>If you leave Column E as zero, and are not requesting additional nonrecurring funding, there is no need to submit an AP request form. If you need advice on how to proceed with your request or would like to verify that you do not need to submit an AP request form, please call House Appropriations at (850) 717-4810.</i>	TOTAL Nonrecurring plus Recurring Base Funds (Will equal the amount from the Recurring base in Column D plus the Additional Nonrecurring Request in Column E.)	
Input Amounts:			{Automatic Calculation}	{Automatic Calculation}		{Automatic Calculation}	

5. Are funds for this issue requested in a state agency's Legislative Budget Request submitted for FY 2020-21? Yes No *Select No if LBR's have not yet been submitted for fiscal year.*
- a. If yes, which state agency?
- b. If no, which is the most appropriate state agency to place an appropriation for the issue being requested?

For example, if the requested issue pertains to services provided to inmates at correctional facilities, the Department of Corrections would be the most appropriate state agency. If the requested issue is for a local emergency management or disaster preparedness issue the correct Department is the Executive Office of the Governor which contains the Division of Emergency Management

- c. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? Yes No
- d. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

Description

6. Requester:

a. Name:

b. Organization:

c. Email:

f. Phone #:

7. Contact for questions about specific technical or financial details about the project. *Please check "same" if same as Requester.* Same

a. Name:

b. Organization:

c. Email:

d. Phone #:

8. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None. None

If yes, please provide: *Please supply the name of the primary lobbyist making contacts regarding the request.*

a. Name:

b. Firm:

c. Email:

d. Phone #:

9. Organization or Name of entity receiving funds:

If the entity ultimately receiving the funds is a state agency, the request might not be an appropriations project as defined by House Rule 5.14. Please refer to House Rule 5.14 to ensure that the request fits the definition of an appropriations project.

a. Name:

b. County (County where funds are to be expended)

c. Service Area (Counties being served by the service(s) provided with funding)

Please note that the County where the funds are to be expended, often is, but may not always be, the County receiving the services. For example, a building may be built in and/or funds expended in Leon County for a particular program that may provide either statewide services or services to Leon, Gadsden, and Wakulla counties.

10. What type of organization is the entity that will receive the funds?

If other (Please describe)

11. What is the specific purpose or goal that will be achieved by the funds being requested?

12. Provide specific details on how funds will be spent. (Select all that apply)

Provide specific details by selecting all appropriate Spending Categories which best reflect the proposed use of the requested funds. If funds are not requested for a Spending Category listed do not select it. In the Description column for each selected category, succinctly describe in detail what the funds in that Spending Category will be used for (E.g., "Salaries will be used to hire a part time driver to assist with delivery of meals.") In the Nonrecurring column, list the amount to be spent on the selected category.
NOTE: The sum of amounts for each Spending Category must equal the total nonrecurring request (See 4d, Column E).

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the category
<u>Administrative Costs:</u>			
a. Executive Director/Project Head Salary and Benefits	Yes No		
b. Other Salary and Benefits	Yes No		
c. Expense/Equipment/Travel/Supplies/Other	Yes No		
d. Consultants/Contracted Services/Study	Yes No		

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the category
<u>Operational Costs:</u>			
e. Salaries and Benefits	Yes No		
f. Expenses/Equipment/Travel/Supplies/Other	Yes No		
g. Consultants/Contracted Services/Study	Yes No		
<u>Fixed Capital Construction/Major Renovation:</u>			
h. Construction/Renovation/Land/Planning Engineering	Yes No		
i. <u>Other</u>			

13. For the Fixed Capital Costs requested with this issue in Question 12, a YES was selected for “h. Fixed Capital Outlay” costs, what type of ownership will the facility be under when complete? (Select one correct option).

If the requested funding includes proposed Fixed Capital Costs as indicated by Question 12h, select the ownership category for the owner of the facility being planned, constructed, renovated, or improved or which represents the owner of land being purchased, improved or surveyed.

If other, please describe:

14. Is the project request an information technology project? Yes No **Water projects skip to #15**

If the requested funding described in Question 12 is for an information technology products or services project, select “YES”. If “NO” is selected there will be no need to answer Questions 14a through f.

- a. Will this information technology project be managed within a state agency to support state agency program goals? Yes No
- b. What is the total cost (all years) to design and build the project?
This project budget should total all non-recurring costs expected over the entire project lifecycle by fiscal year, identifying all one-time costs from project initiation to implementation.

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

Operational and maintenance (O&M) costs should total the annual amount necessary to sustain the project once completed, to include personnel (state FTE and contractors), application maintenance (such as annual software as a service (SaaS) licensing/usage costs, hardware lease/purchase), data center services, plant and facility costs (such as call center space or offices for support staff), and any other recurring costs.

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? Yes No

e. What are the specific business objectives or needs the IT project is intended to address?

Provide a clear statement of need that describes the conditions that created, or significantly contributed to, the problem or opportunity being addressed by the project. Document the current status of the program or service and describe in detail all areas that need improvement that the project will address, i.e., current inefficiencies, problems and/or shortfalls.

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

Clearly identify the results that must be achieved from the proposed solution that will prove the project was successful. Propose any quantifiable business metrics that could be used to determine project success.

15. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support? Yes No

Please describe:

If you are unable to describe the documented show of support please answer "No". If support for the requested funding is documented select "YES". If "YES", provide in the description in Question 15 the date of approval, the dates of meetings where support was documented, types of meetings, names or numbers of people or organizations writing letters of support or any supporting information regarding the documented support.

16. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? Yes No

Please Describe:

If you are unable to describe the documented study please answer "No". If support for the requested funding is documented by a Study select "YES". If "YES", provide in the description in Question 16a, the title, author and date of the report or study, who requested the study or report, and briefly describe report or study findings which support funding.

17. Will the requested funds be used directly for services to citizens? Yes No

If the funds requested are for direct services to citizens, select the description that best fits the population group being served. More than one group may be picked. If the group being served is not listed check "Other" and provide a brief description of the group.

Water projects skip to #18

- a. What are the activities and services that will be provided to meet the purpose of the funds?
- b. Describe the direct services to be provided to the citizens by the funding requested.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups:"). Select all that apply to the target population:

- Elderly persons
- Persons with poor mental health
- Persons with poor physical health
- Jobless persons
- Economically disadvantaged persons
- At-risk youth
- Homeless

Developmentally disabled

Physically disabled

Drug users (in health services)

Preschool students

Grade school students

High school students

University/college students

Currently or formerly incarcerated persons

Drug offenders (in criminal Justice)

Victims of crime

General (The majority of funds will benefit no specific group)

Other

If Other, please describe:

d. How many in the target population are expected to be served?

If the funds requested are for direct services to citizens, select the numbers of citizens in the group expected to be served. For example if the requested funds will provide meals for 100 low-income seniors, select "51-100" for the number served provided the requested funds were approved.

18. What benefits or outcomes will be realized by the expenditure of funds requested (Select each Benefit/Outcome that applies):

Expected Outcomes from Expenditure of Funds Requested:

First Column, select any number of the listed outcomes that apply. If the expected outcome is not listed for the requested funds, select "Other" and provide a brief description.

Second Column, for each outcome selected, describe the specific measure of the benefit or outcome. For example, an outcome may be improving physical health. A measure may be reduced blood pressure in patients with high blood pressure. Another example may be an outcome of reducing substance abuse. A measure may be clean urinalyses. **Do not select as a measure the number of persons receiving services.**

Third Column, describe how that outcome will be measured. For example, the outcome of improved physical health, where the measure may be reduced blood pressure could be measured by recording the blood pressure of all patients receiving services after 2, 4 and 6 months of treatment and comparing the results to untreated populations and to other populations with differing treatments. On the outcome of reducing substance abuse, the measure may be the percentage of treatment recipients who have clean urinalysis 6 months after completing treatment.

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve physical health		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve mental health		
	Enrich cultural experience		
	Improve agricultural production/ promotion/education		
	Improve quality of education		
	Enhance/preserve/improve environmental or fish and wildlife quality		
	Protect the general public from harm (environmental, criminal, etc.)		
	Improve transportation conditions		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Increase or improve economic activity		
	Increase tourism		
	Create specific immediate job opportunities		
	Enhance specific individual's economic self sufficiency		
	Reduce recidivism		
	Reduce substance abuse		
	Divert from Criminal/Juvenile justice system		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve wastewater management		
	Improve stormwater management		
	Improve groundwater quality		
	Improve drinking water quality		
	Improve surface water quality		
	Other (Please describe)		

19. Provide the total cost of the project for FY 2020-21 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total (Automatically Calculates)	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request:	{Automatically pulls from request Total 4.d. Col E}	{Automatic percentage calculation}	N/A
2. Federal:		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
3. State: (Excluding the requested Total Amount in #4d, Column F)		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
4. Local:		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
5. Other:		{Automatic percentage calculation}	Yes No { yes/no required for any positive answer in Amount}
U			

20. Is this a multi-year project requiring funding from the state for more than one year? Yes No

a. How much state funding would be requested after 2020-21 over the next 5 years?

Estimate the approximate probable total state funding that will be requested over the next 5 years, including the current request. Include both nonrecurring funding needed and annual operating funding that will be requested when you chose an answer.

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

Provide the total nonrecurring cost of the project for all years assuming the project has a beginning and a completion. Include all funds required to complete the project including federal, state, local and other funds needed. For any projects that are ongoing in nature (such as recurring administrative or operating costs, or ongoing costs to provide services) select "on-going activity – no total cost"

The questions below are additional questions for water projects only

21. What is the revenue source of ongoing operating Funds?

Input the revenue source that will be used for any ongoing operating costs (e.g., ad valorem, gas tax, stormwater fee, etc.)

22. Has local approval been given for ongoing operating funds? Yes No

Indicate "Yes" or "No" if the local government that will be providing the ongoing operating funds has given approval. An example of local approval would be an approved motion at a county commission meeting to fund the ongoing operating funds for the project.

23. Have you applied for alternative state funding?

If Other, please describe:

24. Has project been addressed in a local, regional, or state plan?

Yes

No

Indicate "Yes" or "No" and if yes, input the name of the plan and cite the page numbers in the plan that refer to the requested project. An example of a local plan is the City of Miami Beach Stormwater Master Plan. An example of a regional plan is the Regional Water Supply Plan by the Central Florida Water Initiative. An example of a state plan is the Florida Forever Five Year Plan.

a. If Yes, Insert Plan Name and Cite Page Numbers

25. Is the project for a financially disadvantaged community?

Yes

No

Indicate "Yes" or "No" if the project is for a financially disadvantaged community as defined in [Chapter 62-552, F.A.C.](#)

26. What is the population economic status?

27. What is the status of planning?

Planning is the systematic identification of project tasks, task schedules, and resources required for task accomplishment. Select the planning status as of the date that you are filling out the form. Select "Ready" if the project planning process has begun or is completed. Select "Not Ready" if the planning process has not been initiated.

28. What percentage of the planning process has been completed?

Input the percentage of the project planning process that has been completed as of the date that you are filling out the form. If the planning process has not begun, input 0%.

29. What is the estimated planning completion date?

Input the estimated date when the planning process will be completed. If already complete, input the date the planning process was completed.

30. What is the status of design?

Design is a model, sketch, drawing, outline, description, or specification used to create the vision of that which is to be created. Select the design status as of the date that you are filling out the form. Select "Ready" if the project design process has begun or is completed. Select "Not Ready" if the design process has not been initiated.

31. What percentage of design has been completed?

Input the percentage of the project design process that has been completed as of the date that you are filling out the form. If the design process has not begun, input 0%.

32. What is the estimated design completion date?

Input the estimated date when the design process will be completed. If already complete, input the date the design process was completed.

33. List all required permits

Input all of the permits that are required to complete the project. Permits could be required by federal, state, and local governments.

34. What is the status of permitting?

It is likely that a permit(s) will be required for a water project. Select the permitting status as of the date that you are filling out the form. Select "Planned" if no permit requests have been submitted yet. Select "Submitted" if permit requests have been submitted and are pending but have not yet been received. Select "Received" if the permits have been received.

35. What is the status of construction?

Construction is the actual building or implementation of the project. Select the construction status as of the date that you are filling out the form. Select "Ready" if the project construction process is ready to begin or has begun. Typically the construction process is only ready when the planning, design, and permitting processes have been completed. Select "Not Ready" if the construction process is not ready to begin and planning and/or design still need to be done.

36. What percentage of construction has been completed?

Input the percentage of the project construction process that has been completed as of the date that you are filling the form. If the construction process has not begun, input 0%.

37. What is the estimated completion date of construction?

DRAFT



ITEM NO. 14A

North Bay Village Recommendation Memorandum

DATE: September 10, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, Village Manager

THROUGH: Mayor Brent Latham and Commissioner Andreana Jackson

SUBJECT: Schonberger Tot Lot Park Age Restrictions

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY REVISING SECTION 97.11, "TODDLER PARK," TO CHANGE THE MAXIMUM AGE OF CHILDREN ABLE TO UTILIZE THE PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

RECOMMENDATION

Amend Village Code of Ordinances Chapter 97, Section 11 titled Toddler Park, be revised to allow all children twelve (12) year olds and under access Schonberger Park. (Deferred from the July 9, 2019 Village Commission Meeting.

BACKGROUND AND ANALYSIS

Kids throughout the community and those at Treasure Island Elementary School (TIES), which is adjacent to the park, enjoy Philip Schonberger Park on a daily bases. Children that currently attend TIES range in age from four (4) to twelve (12). Currently, North Bay Village code section Chapter 97, Section 11 titled Toddler Park, prohibits children 8-years or older from playing in Schonberger Park. On May 24, 2019, Mayor Brent Latham participated in Career Day at TIES. Some students requested children ages eight (8) to twelve (12) have access to the park.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY REVISING SECTION 97.11, "TODDLER PARK," TO CHANGE THE MAXIMUM AGE OF CHILDREN ABLE TO UTILIZE THE PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the safety of children in public spaces is of paramount importance to North Bay Village (the "Village"); and

WHEREAS, to secure children at the Philip Schonberger Tot Lot Park (the "Tot Lot"), age restrictions were passed and adopted; and

WHEREAS, it was recently raised to the Mayor and Commission that current age restrictions may unduly limit children from the community, including, without limitation, students at Treasure Island Elementary, from playing at the Tot Lot; and

WHEREAS, the Mayor and Commission desire to accommodate children of playing age at the Tot Lot while simultaneously providing for reasonable safeguards.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Village Code Amended. The North Bay Village Code of Ordinances is hereby amended as follows:

Chapter 97 - PARKS AND RECREATION (PHILIP SCHONBERGER TOT LOT PARK AND DR. PAUL VOGEL COMMUNITY PARK)

* * *

§ 97.11 - Toddler Park.

No child over the age of ~~twelve~~ ~~eight~~ shall be permitted to play in the Toddler Park. Any child under four years of age shall have proper supervision. Minor children between the age of 12 and 18 are permitted in the Toddler Park, only if they are supervising and/or accompanying child(ren) under the age of twelve who is/are then visiting the play area.

No person above the age of 18 years shall be permitted to enter or remain in any area within a Village park that contains playground equipment for use by children and has been posted with signs identifying the designated area as a children's play area, unless the adult is supervising and/or accompanying child(ren) under the age of ~~twelve~~ ~~eight~~ who is/are then visiting the play area.

* * *

Section 3. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in Code. The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

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

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

PASSED on first reading on this 11th of June, 2019.

PASSED AND ENACTED on second reading on this 10th day of September, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney