



The Village of Biscayne Park

600 NE 114th St., Biscayne Park, FL 33161

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
SPECIAL COMMISSION MEETING
LOG CABIN - 640 NE 114th Street
Biscayne Park, FL 33161
Wednesday, March 18, 2020 6:30 pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

Mayor O'Halpin

Vice-Mayor Tudor

Commissioner Kennedy

Commissioner Ross

Commissioner Samaria

3 Pledge of Allegiance

4 Public Comments Related to Agenda Items / Good & Welfare

Comments from the public relating to topics that are on the agenda, or other general topics.

5 New Business

5.a Change of Commission Compensation



5.b Gray Robinson Invoices



5.c Newsletter



5.d Discussion on CITT audit and recent developments



5.e Discussion on FEMA Floodplain Management



5.f Discussion on lien reduction on property - 960 NE 121 Street



5.g Discussion on Extension of Contract with Waste Pro





5.h FDOT - Sidewalk Improvements 6th Avenue



5.i Village Attorney Recruitment process



5.j Village Manager Recruitment process



6 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 5.a

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Virginia O’Halpin, Mayor

DATE: March 18, 2020

TITLE: Discussion Regarding Commissioners’ Compensation

Recommendation

Consideration and possible adoption of a Resolution establishing equal pay to all Commissioners and the Mayor for \$2,400.00 yearly. Each Commissioner will receive an increase of compensation from \$ 2,000.00 to \$ 2,400.00 and the Mayor will have a decrease of compensation from \$ 4,000.00 to \$ 2,400.00. The total amount of compensation paid will total \$12,000.00 year, which is the amount currently budgeted for Commissioner and Mayoral compensation.

Background

According to Chapter 2 – Administration – Article II – Village Commission - Section 2-17 of the Code of Ordinances of the Village of Biscayne Park (Village Code) the compensation paid to the Commission and Mayor is as follows:

Section 2-17 – Compensation to mayor and commissioners:

- (a) *Mayor.* The mayor of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the mayor for expenses while acting in his or her official capacity as mayor. The mayor shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.

- (b) *Commissioners.* The commissioners of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the commissioners for their expenses while acting in their official capacity as commissioners. The commissioners shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.

Resource Impact

The compensation paid to the Mayor and Commissioners is currently set in the budget at \$ 4,000.00 yearly for the Mayor and \$ 2,000.00 for each Commissioner. If eventually approved by the Commission, the proposed change in compensation will have no financial impact, since the total amount budgeted on a yearly basis will stay at \$12,000.00.

Attachment(s)

- Section 2-17, of Article II, of Chapter 2 of the Village Code
- Adopted Budget FY 2020 – Page 2 of 8 – Village Commission Budget
- Draft Resolution 2020-10

Prepared by: Virginia O'Halpin, Mayor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

RESOLUTION NO. 2020-10

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE INTERIM MANAGER TO PROCESS AN INTRADEPARTMENTAL BUDGET AMENDMENT REALLOCATING THE COMMISSION'S LINE ITEM APPROPRIATION OF COMPENSATION TO EQUALIZE THE YEARLY COMPENSATION OF THE MAYOR AND COMMISSIONERS IN THE AMOUNT OF \$2,400.00 EACH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Village Commission desires to equalize the yearly compensation of the Mayor and Commissioners to \$2,400.00 each; and

WHEREAS, Section 2-77 of the Code of Ordinances, Village of Biscayne Park (Biscayne Park Code) requires that all budget amendments involving salaries, benefits, capital outlay or contingency must be approved by the Village Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:

Section 1. Recitals. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Village Commission.

Section 2. Equalization of Compensation. The Village Commission authorizes and directs the Interim Village Manager to process an intradepartmental budget amendment reallocating the Commission's line item appropriation of compensation to equalize the yearly compensation of the Mayor and Commissioners in the amount of \$2,400.00 each.

Section 3. Severability. If any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 202_.

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:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

Virginia "Ginny" O'Halpin, Mayor _____
William Tudor, Vice Mayor _____
Macdonald "Mac" Kennedy, Commissioner _____
Roxanna "Rox" Ross, Commissioner _____
Dan Samaria, Commissioner _____

VILLAGE OF BISCAYNE PARK

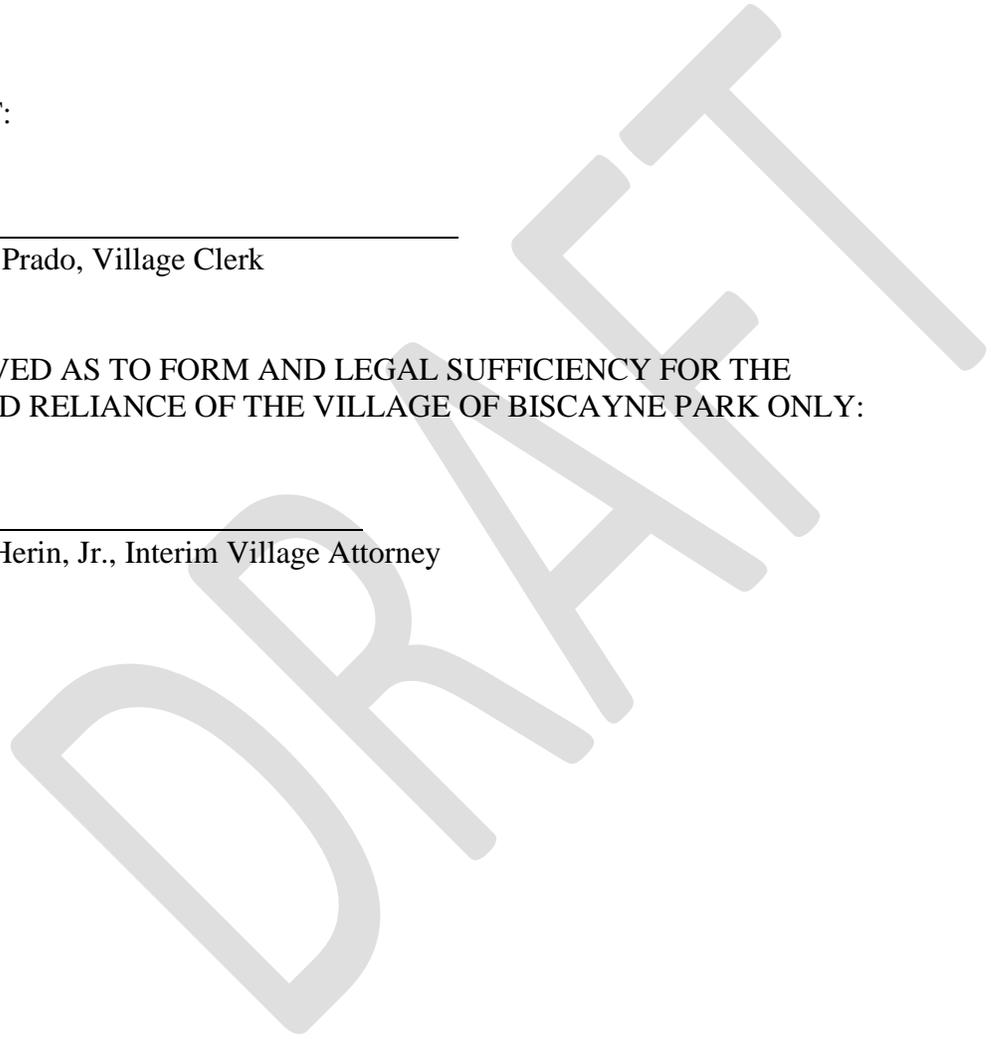
Virginia "Ginny" O'Halpin, Mayor

ATTEST:

Roseann Prado, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

John R. Herin, Jr., Interim Village Attorney



ARTICLE II. - VILLAGE COMMISSION

Footnotes:

--- (2) ---

Charter reference— Election and powers of commission, art. I, § 5; commissioners head of departments, art. III, § 1.

State Law reference— Code of ethics for public officers and employees, F.S. § 112.311 et seq.; public meetings, F.S. § 286.011; public records, F.S. § 119.01 et seq.

Sec. 2-16. - Meetings.

The regular meetings of the commission shall be held at 7:00 p.m., on the first Tuesday of each month at the village hall in the Village of Biscayne Park. The meeting time may be changed by resolution if approved by majority of the commission.

(Ord. No. 63, § 1, 1-17-40; Res. No. 801, 4-7-92)

Sec. 2-17. - Compensation to mayor and commissioners.

- (a) *Mayor.* The mayor of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the mayor for expenses while acting in his or her official capacity as mayor. The mayor shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.
- (b) *Commissioners.* The commissioners of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the commissioners for their expenses while acting in their official capacity as commissioners. The commissioners shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.

(Ord. No. 285, §§ 1, 2, 3-1-94)

Secs. 2-18—2-29. - Reserved.



**Adopted Budget
Fiscal Year 2020**

Transparency, Integrity & Professionalism

**September 20, 2019
Public Hearing**



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.b

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Dan Samaria, Commissioner

DATE: March 18, 2020

TITLE: Gray Robinson's Invoices

Recommendation

At the February 4, 2020 commission meeting the commissioner brought to the attention of the Interim City Manager to withhold future invoices submitted by Gray Robinson should be reviewed and scrutinized before payment is made.

Background

It's been brought to our attention that some invoices did not have the proper authority and or brought to our Village Commission's attention with more discussion. Some of the invoices that were paid during the January month and other outstanding invoices should be closely examined to provide more clarity as to why Gray Robinson has invoiced us for their legal services.

Resource Impact

N/A

Attachment(s)

- Gray Robinson bills
 - Statement of Account
-

Prepared by: Dan Samaria, Commissioner.

VILLAGE OF BISCAYNE PARK-GF
 VENDOR NUMBER/NAME: 257 GRAY ROBINSON
 INV DATE INV# AMOUNT DISCOUNT

1/13/2020
 CHECK #: 001877

INV DATE	INV#	AMOUNT	DISCOUNT	NET	
20191217	10910092	765.00		765.00	LEGAL FEES 12/2019
20191217	10910093	1,157.18		1,157.18	LEGAL FEES 12/2019
20191217	10910094	1,035.00		1,035.00	LEGAL FEES 12/2019
20191217	10910095	4,005.00		4,005.00	LEGAL FEES 12/2019
20191217	10910096	1,793.59		1,793.59	LEGAL FEES 12/2019

FILE COPY

VILLAGE OF BISCAYNE PARK-GF
 VENDOR NUMBER/NAME: 257 GRAY ROBINSON
 INV DATE INV# AMOUNT DISCOUNT

1/13/2020
 CHECK #: 001877

INV DATE	INV#	AMOUNT	DISCOUNT	NET	
20191217	10910092	765.00		765.00	LEGAL FEES 12/2019
20191217	10910093	1,157.18		1,157.18	LEGAL FEES 12/2019
20191217	10910094	1,035.00		1,035.00	LEGAL FEES 12/2019
20191217	10910095	4,005.00		4,005.00	LEGAL FEES 12/2019
20191217	10910096	1,793.59		1,793.59	LEGAL FEES 12/2019

TOTAL \$8,755.77

FILE COPY

VILLAGE OF BISCAYNE PARK
 640 NE 114TH STREET
 BISCAYNE PARK, FL 33161-6202
 (305) 899-8000

LANOVUS BANK
 WESTON, FL 33331

63-1676/660

DATE AMOUNT
 1/13/2020 \$8,755.77*

EIGHT THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS & 77 CENTS *****

PAY TO THE ORDER OF:
 GRAY ROBINSON
 ATTORNEYS AT LAW
 PO BOX 3068
 ORLANDO FL 32802

AUTHORIZED SIGNATURE

GRAY ROBINSON

Attorneys At Law
 Post Office Box 3068
 Orlando, Florida 32802
 Telephone (407) 843-8880
 Federal ID # 59-1300132

Krishan Manners
 Village of Biscayne Park
 640 NE 114th Street
 Biscayne Park, FL 33161

Remittance Address:
 P.O. Box 3068
 Orlando, Florida 32802-3068

Statement of Account As of December 17, 2019
For Client Account No.: 824224

PAID 12/17/19
11/19/2019

Invoice Number	Invoice Date	Mat #	Matter Name	Amount Billed	Amount Received	Balance Due
✓ 10910092	12/17/19	4	FEMA Appeal (Irma)- Project N	\$765.00	\$0.00	\$765.00
✓ 10910093	12/17/19	6	January 2020 Special Election	\$1,157.18	\$0.00	\$1,157.18
✓ 10910094	12/17/19	7	Amendments to Charter	\$1,035.00	\$0.00	\$1,035.00
✓ 10910095	12/17/19	8	2019 TRIM Compliance Issues	\$4,005.00	\$0.00	\$4,005.00
✓ 10910096	12/17/19	1	General	\$1,793.59	\$0.00	\$1,793.59
Totals:				\$8,755.77	\$0.00	\$8,755.77

0-30 Days	31-60 Days	61-90 Days	91+ Days	Balance Due
\$8,755.77				\$8,755.77

Note: Payments received after the statement date will be reflected on your next statement.

CA 310-81300-31400
 \$ 11,551.77
 11/17/2019
 In reply to Legal Fees - Dec 2019
 Dept. Head _____
 Finance Dir. _____
 Village Mgr. _____

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 4

Invoice # 10910092
Re: FEMA Appeal (Irma)- Project No. 5517

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 765.00
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 765.00

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 4

Invoice # 10910092
Re: FEMA Appeal (Irma)- Project No. 5517

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 765.00
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 765.00

Village of Biscayne Park
FEMA Appeal (Irma)- Project No. 5517

Invoice No. 10910092
Invoice Date: December 17, 2019

Professional Services:

11/14/19	RAR	Multiple emails to/from FDEM/KPMG regarding Request for Information (RFI).	0.30	\$ 67.50
11/14/19	RAR	Receipt and review of request for information (RFI) from FDEM; research and compile certain requested records; emails to/from Village Manager regarding certain records needed from vendor for RFI response; draft cover letters for same; submit responses to FDEM for certain RFI reference numbers.	3.10	\$ 697.50

Current Fees:

\$ 765.00

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Rodriguez, Rebecca A.	3.40	\$ 225.00	\$ 765.00
	<u>3.40</u>		<u>\$ 765.00</u>

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 6

Invoice # 10910093
Re: January 2020 Special Election

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 1,125.00
CURRENT DISBURSEMENTS:	\$ 32.18
CURRENT BALANCE DUE:	\$ 1,157.18

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 6

Invoice # 10910093
Re: January 2020 Special Election

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 1,125.00
CURRENT DISBURSEMENTS:	\$ 32.18
CURRENT BALANCE DUE:	\$ 1,157.18

7428

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

Professional Services:

11/08/19	JCM	Research and analyze election issues including review of Florida Statutes, review of charter and review of Village Code.	0.30	\$ 67.50
11/12/19	RAR	Research, analyze, and draft recommendation to Village officials regarding qualification procedures for January 2020 special election to fill commission vacancies.	2.30	\$ 517.50
11/20/19	RAR	Review and analyze sample ballot deadline and qualifying procedures; conduct DOS opinion research related to same; conference call with Village Manager regarding same; conference call with Village Clerk regarding same.	1.20	\$ 270.00
11/26/19	RAR	Research regarding resident's "candidate night" fee waiver request to use village facility at no charge; emails to and from Village Manager and Clerk regarding same.	1.20	\$ 270.00

Current Fees: \$ 1,125.00

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Mandell, Julia C.	0.30	\$ 225.00	\$ 67.50
Rodriguez, Rebecca A.	4.70	\$ 225.00	\$ 1,057.50
	5.00		\$ 1,125.00

Disbursements:

11/08/19	Computer Research Westlaw - RODRIGUEZ	\$ 32.18
----------	---------------------------------------	----------

Current Disbursements: \$ 32.18

Summary of Disbursements:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Computer Research	\$ 32.18
	\$ 32.18

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 7

Invoice # 10910094
Re: Amendments to Charter

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 1,035.00
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 1,035.00

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 7

Invoice # 10910094
Re: Amendments to Charter

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 1,035.00
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 1,035.00

Village of Biscayne Park
Amendments to Charter

Invoice No. 10910094
Invoice Date: December 17, 2019

Professional Services:

11/07/19	RAR	Prepare for Charter Review Advisory Board meeting.	1.10	\$ 247.50
11/07/19	RAR	Attend Charter Review Advisory Board meeting	3.50	\$ 787.50

Current Fees: \$ 1,035.00

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Rodriguez, Rebecca A.	4.60	\$ 225.00	\$ 1,035.00
	<u>4.60</u>		<u>\$ 1,035.00</u>

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 8

Invoice # 10910095
Re: 2019 TRIM Compliance Issues

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 4,005.00
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 4,005.00

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 8

Invoice # 10910095
Re: 2019 TRIM Compliance Issues

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 4,005.00
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 4,005.00

Professional Services:

11/04/19	RAR	Receipt and review of deficiency notice from Florida Department of Revenue; call with Village Manger regarding same; research into corrective measures to remedy deficiency noted by DOR.	2.10	\$ 472.50
11/06/19	AP	Several communications with Manager and Clerk to discuss TRIM notice advertisement, special commission meeting, commissioner resignation, and special elections strategy.	1.30	\$ 292.50
11/08/19	RAR	Prepare for special commission meeting regarding TRIM re-hearing.	1.00	\$ 225.00
11/08/19	RAR	Attend special commission meeting regarding TRIM re-hearing.	1.50	\$ 337.50
11/13/19	RAR	Receipt and review of Miami Herald publication for notice of millage re-certification hearing; multiple conference calls with Village officials regarding same; research regarding whether typo in notice is fatal to comply with the statute's notice requirements; receipt and review of multiple communications from Florida DOR regarding same; multiple emails regarding same.	4.20	\$ 945.00
11/14/19	RAR	Review of TRIM history for FY 2019-2020; draft Resolution 2019-30 for public hearing to recertify millage rate; emails to/from Finance Director regarding same.	1.10	\$ 247.50
11/15/19	RAR	Prepare for special commission meeting and TRIM re-certification public hearing.	1.40	\$ 315.00
11/15/19	RAR	Appear for and attend special commission meeting for TRIM re-certification public hearing; meeting with Village Manager and Clerk thereafter regarding action items for TRIM re-certification with Florida Department of Revenue.	1.50	\$ 337.50
11/19/19	AP	Consider issues with TRIM notice advertisement and summary budget.	0.60	\$ 135.00
11/19/19	RAR	Receipt and review of proposed TRIM documentation to DOR to evidence recertification hearing and compliance with F.S. 200.065; conference call with Village Manager and deputy Finance Director regarding same; supplemental research regarding same.	3.10	\$ 697.50

Current Fees:

\$ 4,005.00

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Protopapadakis, Anastasia	1.90	\$ 225.00	\$ 427.50
Rodriguez, Rebecca A.	15.90	\$ 225.00	\$ 3,577.50
	<hr/> 17.80		<hr/> \$ 4,005.00

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 1

Invoice # 10910096
Re: General

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 1,777.50
CURRENT DISBURSEMENTS:	\$ 16.09
CURRENT BALANCE DUE:	\$ 1,793.59

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

December 17, 2019
FILE # 824224 - 1

Invoice # 10910096
Re: General

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 1,777.50
CURRENT DISBURSEMENTS:	\$ 16.09
CURRENT BALANCE DUE:	\$ 1,793.59

Village of Biscayne Park
General

Invoice No. 10910096
Invoice Date: December 17, 2019

Professional Services:

11/04/19	AP	Prepare for commission meeting; review emails and documents related to erroneous TRIM notice and prepare to address same at commission meeting.	2.30	\$ 517.50
11/05/19	AP	Telephone conferences with Village Manager, Village Chief, and Village Mayor to discuss agenda items; consider conflict of interest issue regarding D. Samaria's inclusion of agenda item related to his personal business; review additional documents related to TRIM issue; attend commission meeting (dismissed for lack of quorum); review Commissioner Sardella's resignation letter; consider re-setting commission meeting and quorum issues related to same.	3.90	\$ 877.50
11/05/19	RAR	Assist with preparation for monthly Village Commission regular meeting.	1.20	\$ 270.00
11/07/19	RAR	Conference call with Exec. Dir. of County Ethics commission; follow-up conference call with Village Manager regarding same.	0.50	\$ 112.50

Current Fees:

\$ 1,777.50

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Protopapadakis, Anastasia	6.20	\$ 225.00	\$ 1,395.00
Rodriguez, Rebecca A.	1.70	\$ 225.00	\$ 382.50
	<u>7.90</u>		<u>\$ 1,777.50</u>

Disbursements:

11/01/19	Computer Research Westlaw - RODRIGUEZ	\$ 16.09
----------	---------------------------------------	----------

Current Disbursements:

\$ 16.09

Summary of Disbursements:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Computer Research	\$ 16.09
	<u>\$ 16.09</u>

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 1

Invoice # 10921069
Re: General

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	\$ 3,495.00
CURRENT FEES:	\$ 5,962.50
CURRENT DISBURSEMENTS:	\$ 16.09
CURRENT BALANCE DUE:	\$ 5,978.59
TOTAL BALANCE DUE: (Prior balance included)	\$ 9,473.59

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.

PAYMENT IS DUE UPON RECEIPT

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 1

Invoice # 10921069
Re: General

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	\$ 3,495.00
CURRENT FEES:	\$ 5,962.50
CURRENT DISBURSEMENTS:	\$ 16.09
CURRENT BALANCE DUE:	\$ 5,978.59
TOTAL BALANCE DUE: (Prior balance included)	\$ 9,473.59

7428

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

Professional Services:

01/07/20	AP	Receipt, review, and analysis regarding citizen complaint of law enforcement activity; provide legal opinion regarding same.	0.90	\$ 202.50
01/08/20	STS	Assess and respond to inquiry regarding pay issues.	0.30	\$ 67.50
01/10/20	RAR	Receipt, review, and revisions to various proposed commission meeting materials; multiple emails to/from Village Clerk and Village Manager regarding same.	2.10	\$ 472.50
01/14/20	THL	Consideration of and assistance with issues relating to lack of quorum, procedural commission issues.	0.50	\$ 112.50
01/14/20	RAR	Prepare for regular monthly commission meeting and variance quasi-judicial proceeding; conference call with Village Manager regarding development of commission meeting quorum issue and Sunshine Law concerns related to same.	3.10	\$ 697.50
01/14/20	RAR	In-person meeting with Village Manager in advance of commission meeting; attend monthly commission meeting to announce lack of quorum at Village Manager's request.	0.70	\$ 157.50
01/16/20	RAR	Multiple calls with several different Village officials regarding various pending legal items.	3.30	\$ 742.50
01/16/20	JCM	Review and respond to emails from M. Kennedy regarding scheduling of a special meeting.	0.50	\$ 112.50
01/17/20	AP	Prepare for and attend telephone conference with county ethics exec. director, J. Arrojo regarding results of ethics investigation and interview of Village Administration regarding scheduled commission meeting and institution of newly elected commissioners.	1.30	\$ 292.50
01/17/20	RAR	Attend conference call with Miami-Dade County Ethics Commission; attend second conference call with Miami-Dade County Ethics Commission and Village Administration; follow-up conference call with client regarding same.	1.30	\$ 292.50
01/22/20	RAR	Initiate draft attorney memo to Village Commission regarding status of FEMA appeals.	0.40	\$ 90.00
01/31/20	JCM	Review of various emails regarding upcoming meeting agenda; email to Village Manager regarding executive session; telephone conference with Village Manager; review of Agenda.	1.90	\$ 427.50
02/01/20	JCM	Various emails with Commissioner Kennedy regarding litigation matter; press matter and other pending	0.70	\$ 157.50

		matters for commission meeting and schedule conference regarding same.		
02/04/20	JCM	Prepare for and attend Village Commission meeting; conference with Commissioner Kennedy and Manager Manners; conference with Mayor Truppman; review and respond to various emails regarding matters on the agenda.	6.20	\$ 1,395.00
02/04/20	RAR	Assist with preparation for regular monthly commission meeting.	2.00	\$ 450.00
02/06/20	JCM	Review email communication from David Hernandez; forward to Interim Village Attorney Herin and review response from Attorney Herin; email communication to Attorney Herin regarding pending litigation matters and offer to draft additional closing memorandum.	0.90	\$ 202.50
02/11/20	JCM	Recieve telephone call from Village Attorney Herrin and conduct telephone conference with John Herrin regarding pending matters with village; discuss finalizing bill.	0.40	\$ 90.00

Current Fees: \$ 5,962.50

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Spradley, Susan T.	0.30	\$ 225.00	\$ 67.50
Protopapadakis, Anastasia	2.20	\$ 225.00	\$ 495.00
Loffredo, Tom H.	0.50	\$ 225.00	\$ 112.50
Mandell, Julia C.	10.60	\$ 225.00	\$ 2,385.00
Rodriguez, Rebecca A.	12.90	\$ 225.00	\$ 2,902.50
	<u>26.50</u>		<u>\$ 5,962.50</u>

Disbursements:

01/02/20	Computer Research Westlaw - RODRIGUEZ	\$ 16.09
----------	---------------------------------------	----------

Current Disbursements: \$ 16.09

Summary of Disbursements:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Computer Research	\$ 16.09
	<u>\$ 16.09</u>

Village of Biscayne Park
General

Invoice No. 10921069
Invoice Date: February 13, 2020

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 10

Invoice # 10921073
Re: Samaria, Daniel

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 8,415.00
CURRENT DISBURSEMENTS:	\$ 1,771.18
CURRENT BALANCE DUE:	\$ 10,186.18

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 10

Invoice # 10921073
Re: Samaria, Daniel

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 8,415.00
CURRENT DISBURSEMENTS:	\$ 1,771.18
CURRENT BALANCE DUE:	\$ 10,186.18

7428

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

Professional Services:

01/03/20	RAR	Review recent court filings related to Comm. D. Samaria; draft and submit correspondence to Comm. D. Samaria regarding qualifying residence issue raised in court filings.	0.70	\$ 157.50
01/03/20	KHB	Strategy regarding seeking quo warranto relief.	0.30	\$ 67.50
01/07/20	RAR	Research and initiate draft Emergency Petition for Writ of Quo Warranto to compel Comm. D. Samaria to provide Village Administration.	2.10	\$ 472.50
01/07/20	KHB	Strategy regarding writ of quo warranto and forum in which to file.	0.30	\$ 67.50
01/08/20	RAR	Continue drafting Emergency Petition for Writ of Quo Warranto.	1.10	\$ 247.50
01/08/20	KHB	Strategy regarding petition for quo warranto, proper parties, form, tribunal.	0.30	\$ 67.50
01/09/20	AP	Receipt and review draft petition for writ of quo warranto and consider strategy for filing same.	0.70	\$ 157.50
01/09/20	RAR	Conference call with Village Manager regarding residents raising eligibility issues, Comm. Samaria's notifying Village he will not provide a proof of current residence, and approval to request court intervention to obtain proof of commissioner's permanent residence; finalize, file, and serve petition for writ of quo warranto and declaratory relief.	2.10	\$ 472.50
01/09/20	KHB	Strategy regarding adding declaratory action to petition for writ of quo warranto and standing.	0.30	\$ 67.50
01/10/20	RAR	No Charge - Prepare and upload summons for issuance by Clerk of the Court.	0.00	\$ 0.00
01/13/20	KHB	Strategy regarding obtaining expedited proceedings.	0.20	\$ 45.00
01/14/20	AP	Receipt and review draft order issuing writ of quo warranto; consider issues arising at commission meeting regarding lack of quorum and conducting of village business in spite of the lack of quorum.	0.70	\$ 157.50
01/15/20	THL	Attention to status and strategy regarding commissioner residency issue.	0.40	\$ 90.00
01/15/20	JCM	Review various pleadings regarding matter with Mr. Samaria and analysis regarding same; Review and respond to emails from Comm. M. Kennedy regarding Charter Commission commencement.	0.80	\$ 180.00
01/21/20	RAR	Receipt, review, and analysis of Respondent's emergency motion to vacate order, dismiss proceeding, and for other relief; draft, file, and serve Village response in opposition to same; transmit same to	3.10	\$ 697.50

		chambers.		
01/22/20	KHB	Review emergency omnibus motion to vacate, etc. & response and exhibits.	0.40	\$ 90.00
01/22/20	KHB	Research regarding preemption of charter provision by state statute and const. provisions.	0.90	\$ 202.50
01/22/20	KHB	Strategy regarding emergency hearing.	1.10	\$ 247.50
01/22/20	RAR	No Charge 0.1 - Receipt and review of court's order setting hearing on Respondent's emergency motion to vacate.	0.00	\$ 0.00
01/27/20	THL	Review and analysis of reply memo and unsworn residency statement; attention to status and strategy.	1.00	\$ 225.00
01/27/20	RAR	Receipt, review, and analysis of D. Samaria's filed unsworn statement, and D. Samaria's reply contesting circuit court's jurisdiction; subpoena the owner of record (purported new landlord) for address D. Samaria alleges to have secured as his new rental residence in jurisdiction.	1.60	\$ 360.00
01/27/20	KHB	Review filed reply from D. Samaria and strategy regarding surreply arguments and review proposed surreply.	0.50	\$ 112.50
01/28/20	RAR	Research, analysis, and drafting of (1) motion for leave to file surreply in further support of jurisdiction, and (2) proposed surreply in support of jurisdiction; conference call with the Village Manager regarding same; file motion for leave.	2.80	\$ 630.00
01/28/20	RAR	No Charge - Email to opposing counsel D. Dillworth proposing resolution to case upon receipt of the following documents referenced in D. Samaria's filed unsworn statement to the Court on January 27, 2020: (1) copy of lease for new rental property, and (2) proof of deposit D. Samaria claims to have paid to rent the new address.	0.00	\$ 0.00
01/28/20	RAR	No Charge - Receipt and review of email from process server summarizing M. Antoine's (owner of D. Samaria's alleged new rental property) statement to process server that she has nothing to do with the case.	0.00	\$ 0.00
01/28/20	KHB	Review and revise second draft of surreply and strategy regarding hearing, arguments to highlight.	0.50	\$ 112.50
01/29/20	THL	Attention to status and strategy regarding petition hearing.	0.50	\$ 112.50
01/29/20	RAR	Preparation for hearing on 1/30/2020.	8.00	\$ 1,800.00
01/30/20	JCM	Review emails from Comm. M. Kennedy; review Florida Statutes as it relates to executive sessions;	1.10	\$ 247.50

		review of Dismissal Order and respond to email.		
01/30/20	THL	Attention to hearing issues, arguments and bar rule concerns.	0.50	\$ 112.50
01/30/20	RAR	Appear for and attend hearing on Petitioner's Emergency Motion to Vacate and to Dismiss.	2.10	\$ 472.50
01/30/20	RAR	Call with Village Manager regarding outcome of hearing.	0.30	\$ 67.50
01/31/20	RAR	Call with Village Manager regarding resident's report of Comm. D. Samaria occupying vacant property within Village (11636 N.E. 7 Avenue) and Village's call with property owner confirming property should be vacant; confirm with Village Manager that property was secured, is being monitored by police, and incident report will be prepared by police department.	0.40	\$ 90.00
01/31/20	RAR	No Charge - Call with Carrington Mortgage confirming that sheriff executed writ of possession for 1030 N.E. 121 Street prior to 1/30 hearing; call with Village Manager regarding same and how to handle fact that this was not disclosed to the court on 1/30 during hearing.	0.00	\$ 0.00
02/03/20	RAR	Receipt of email from Village resident C. Goehl to Village police department reporting Comm. D. Samaria occupying vacant property at 11636 N.E. 7 Avenue and leaving property on bicycle with backpack; call with Village Manager regarding resident's claim.	0.30	\$ 67.50
02/03/20	RAR	No Charge - Conference call with Village resident M. Antoine regarding what she told process server and Comm. D. Samaria's allegations of a purported lease at her property.	0.00	\$ 0.00
02/04/20	RAR	No Charge - Receipt and review of sheriff lock-out confirmation for 1030 N.E. 121 Street property occurring prior to 1/30 hearing.	0.00	\$ 0.00
02/04/20	RAR	No Charge - Receipt and review of transcripts from hearing on 1/30; call with Village Manager regarding same.	0.00	\$ 0.00
02/04/20	RAR	Prepare draft motion for rehearing and for sanctions for committing fraud upon the court in failing to disclose material fact to tribunal (sheriff's execution of writ of possession occurred prior to 1/30 hearing).	2.30	\$ 517.50
02/04/20	RAR	No Charge - Draft and submit correspondence to opposing counsel D. Dillworth to provide Stearns Weaver law firm an opportunity to remedy issues in draft sanctions and rehearing motion prior to filing; receipt and review of response letter from D. Dillworth	0.00	\$ 0.00

at Stearns Weaver regarding same and note regarding their refusal to notify court.

02/04/20 RAR No Charge - Research regarding duty to report suspected bar rule violations to ACAP. 0.00 \$ 0.00

Current Fees: \$ 8,415.00

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Protopapadakis, Anastasia	1.40	\$ 225.00	\$ 315.00
Loffredo, Tom H.	2.40	\$ 225.00	\$ 540.00
Mandell, Julia C.	1.90	\$ 225.00	\$ 427.50
Hatcher-Bolin, Kristie	4.80	\$ 225.00	\$ 1,080.00
Rodriguez, Rebecca A.	26.90	\$ 225.00	\$ 6,052.50
	<u>37.40</u>		<u>\$ 8,415.00</u>

Disbursements:

01/15/20 VENDOR: Professional Process Servers & Investiga \$ 80.00
 INVOICE#: FIS-2020000470 DATE: 1/15/2020 Service of
 Process on Daniel Samaria

01/21/20 VENDOR: Professional Process Servers & Investiga \$ 125.00
 INVOICE#: FIS-2020000743 DATE: 1/21/2020 Background
 Check

01/24/20 VENDOR: FedEx ERS INVOICE#: 691420314 DATE: \$ 9.23
 1/31/2020 Tracking #777600466332 From: 401 E Las Olas
 Blvd, FORT LAUDERDALE, FL 33301 To: Honorable
 Antonio Arzola, Miami-Dade County Courthouse, 73 West
 Flagler Street, MIAMI, FL 33130

01/30/20 VENDOR: Rodriguez , Rebecca INVOICE#: \$ 50.00
 3969711302031505 DATE: 2/3/2020 Courthouse Parking for
 1/30 Evidentiary Hearing

01/30/20 VENDOR: Professional Process Servers & Investiga \$ 50.00
 INVOICE#: FIS-2020001231 DATE: 1/30/2020 Service of
 Process for Marie Suzie Antoine

01/31/20 Computer Research Westlaw - RODRIGUEZ \$ 766.70

02/03/20 VENDOR: Ouellette & Mauldin Court Reporters, Inc \$ 690.25
 INVOICE#: 969501 DATE: 2/3/2020 Hearing Transcript for
 Evidentiary Hearing before Honorable Antonio Arzola

Current Disbursements: \$ 1,771.18

Summary of Disbursements:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Computer Research	\$ 766.70
Deposition/Transcript	\$ 690.25
Express Mail	\$ 9.23
Parking	\$ 50.00
Professional Services	\$ 205.00
Service of Process	\$ 50.00
	<hr/>
	\$ 1,771.18

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 4

Invoice # 10921070
Re: FEMA Appeal (Irma)– Project No. 5517

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	\$ 630.00
CURRENT FEES:	\$ 360.00
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 360.00
TOTAL BALANCE DUE: (Prior balance included)	\$ 990.00

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 4

Invoice # 10921070
Re: FEMA Appeal (Irma)– Project No. 5517

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	\$ 630.00
CURRENT FEES:	\$ 360.00
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 360.00
TOTAL BALANCE DUE: (Prior balance included)	\$ 990.00

7428

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

Professional Services:

01/10/20	RAR	Receipt and review of correspondence from FEMA; call with Village Manager regarding same; research and review of prior grant portal communications and appeal filed.	1.30	\$ 292.50
01/10/20	RAR	Conference call with assigned FEMA PDMG regarding form in grant portal; memo to file regarding call.	0.30	\$ 67.50

Current Fees: \$ 360.00

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Rodriguez, Rebecca A.	1.60	\$ 225.00	\$ 360.00
	<u>1.60</u>		<u>\$ 360.00</u>

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 7

Invoice # 10921071
Re: Amendments to Charter

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	\$ 2,295.00
CURRENT FEES:	\$ 1,597.50
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 1,597.50
TOTAL BALANCE DUE: (Prior balance included)	\$ 3,892.50

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAYROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 7

Invoice # 10921071
Re: Amendments to Charter

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	\$ 2,295.00
CURRENT FEES:	\$ 1,597.50
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 1,597.50
TOTAL BALANCE DUE: (Prior balance included)	\$ 3,892.50

7428

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

Professional Services:

01/09/20	RAR	Continue drafting proposed final advisory board report to Commission.	1.80	\$ 405.00
01/13/20	RAR	Prepare for final meeting of the charter review advisory board.	1.90	\$ 427.50
01/13/20	RAR	Appear for and attend the final meeting of Charter Review Advisory Board.	2.10	\$ 472.50
01/31/20	RAR	Review, revise, and finalize final board sunset report to the Village Commission; email to Village Clerk regarding same.	1.30	\$ 292.50

Current Fees: \$ 1,597.50

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Rodriguez, Rebecca A.	7.10	\$ 225.00	\$ 1,597.50
	<u>7.10</u>		<u>\$ 1,597.50</u>

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 9

Invoice # 10921072
Re: Appeal - Theard v. Biscayne Park

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	\$ 937.24
CURRENT FEES:	\$ 45.00
CURRENT DISBURSEMENTS:	\$ 9.26
CURRENT BALANCE DUE:	\$ 54.26
TOTAL BALANCE DUE: (Prior balance included)	\$ 991.50

7428

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

David Hernandez
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

February 13, 2020
FILE # 824224 - 9

Invoice # 10921072
Re: Appeal - Theard v. Biscayne Park

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

PRIOR BALANCE:	\$ 937.24
CURRENT FEES:	\$ 45.00
CURRENT DISBURSEMENTS:	\$ 9.26
CURRENT BALANCE DUE:	\$ 54.26
TOTAL BALANCE DUE: (Prior balance included)	\$ 991.50

7428

CLIENT COPY
PAYMENT IS DUE UPON RECEIPT

Professional Services:

01/03/20 KHB Strategy re: addressing missing reply brief from 0.20 \$ 45.00
petitioner.

Current Fees: \$ 45.00

Summary of Professional Fees:

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Hatcher-Bolin, Kristie	0.20	\$ 225.00	\$ 45.00
	<u>0.20</u>		<u>\$ 45.00</u>

Disbursements:

01/14/20 VENDOR: FedEx ERS INVOICE#: 689986505 DATE: \$ 9.26
1/17/2020 Tracking #777474897155 From: 401 E Las Olas
Blvd, FORT LAUDERDALE, FL 33301 To: Honorable
Thomas J. Rebull, Dade County Courthouse, 73 West Flagler
Street, MIAMI, FL 33130

Current Disbursements: \$ 9.26

Summary of Disbursements:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Express Mail	\$ 9.26
	<u>\$ 9.26</u>

GRAY ROBINSON

Attorneys At Law
Post Office Box 3068
Orlando, Florida 32802
Telephone (407) 843-8880
Federal ID # 59-1300132

Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

Remittance Address:
P.O. Box 3068
Orlando, Florida 32802-3068

Statement of Account As of January 17, 2020 For Client Account No.: 824224

Invoice Number	Invoice Date	Mat #	Matter Name	Amount Billed	Amount Received	Balance Due
10910092	12/17/19	4	FEMA Appeal (Irma)- Project N	\$765.00	\$0.00	\$765.00 P
10910093	12/17/19	6	January 2020 Special Election	\$1,157.18	\$0.00	\$1,157.18 P
10910094	12/17/19	7	Amendments to Charter	\$1,035.00	\$0.00	\$1,035.00 P
10910095	12/17/19	8	2019 TRIM Compliance Issues	\$4,005.00	\$0.00	\$4,005.00 P
10910096	12/17/19	1	General	\$1,793.59	\$0.00	\$1,793.59 P
10916309	01/17/20	1	General	\$3,495.00	\$0.00	\$3,495.00
10916310	01/17/20	4	FEMA Appeal (Irma)- Project N	\$630.00	\$0.00	\$630.00
10916311	01/17/20	7	Amendments to Charter	\$2,295.00	\$0.00	\$2,295.00
10916312	01/17/20	8	2019 TRIM Compliance Issues	\$45.00	\$0.00	\$45.00
10916313	01/17/20	9	Appeal - Theard v. Biscayne Parl	\$937.24	\$0.00	\$937.24
10916314	01/17/20	6	January 2020 Special Election	\$270.00	\$0.00	\$270.00
Totals:				\$16,428.01	\$0.00	\$16,428.01

0-30 Days	31-60 Days	61-90 Days	91+ Days	Balance Due
\$7,672.24	\$8,755.77			\$16,428.01

Note: Payments received after the statement date will be reflected on your next statement.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.c

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 18, 2020

TITLE: Village of Biscayne Park Newsletter

Recommendation

Discussion on restart the Village of Biscayne Park Newsletter.

Background

Last editions produced was around 2015.

- Frequency was quarterly.
- Advertisements – sizes and prices schedule attached. Relate the size of advertisements to the number of pages and the cost to print and distribute.
- Messages from Officials:
 - Mayor – 1000 words
 - Each Commissioner – 500 words
 - Manager – 500 words
 - Chief of Police – 500 words
- Distribution: by bulk mail

Resource Impact

To be determined

Attachment(s)

- November 2015 Newsletter
 - Biscayne Park map
 - Advertisement solicitation
-

Prepared by: Roseann Prado, Village Clerk

March 18, 2020
Item # 5.c

Page 1 of 1



VILLAGE OF

BISCAYNE PARK

Florida

November 2015



VILLAGE HALL
640 NE 114th Street
Biscayne Park, FL 33161
Tel: 305 899 8000
Fax: 305 891 7241
www.biscayneparkfl.gov

VILLAGE COMMISSION
Mayor David Coviello
Commissioner Bob Anderson
Commissioner Fred Jonas
Commissioner Roxanna Ross
Commissioner Barbara Watts

ADMINISTRATION
Heidi Siegel, Village Manager
Krishan Manners, Public Services Mgr
Maria C. Camara, Village Clerk
Cornelius McKenna, Chief of Police
Shelecia Bartley, Parks & Rec Manager



Thanksgiving is a time to join with family and friends and give thanks for the blessings and freedoms that we enjoy every day. We are thankful for the active and caring citizens who are involved in their community, and we are thankful for the employees who work hard every day to provide service excellence to the residents and visitors to our beautiful Village.

We wish you and your family a safe and happy Thanksgiving!



Back row left to right: Early McWilliams, Claude Charles, Cpl. Nicholas Wollschlager, Krishan Manners, Cesar Hernandez, Shanesa Mykoo. Front row left to right: Derrick Murray, John Jenkins, Cmdr. Roy Camara, Maria Camara, Mayor David Coviello, Heidi Siegel, Mailan Nguyen, Reginald White, Chief Cornelius "Rusty" McKenna, Shelecia Bartley, and James "Tony" Thomas.

On August 24, 2015, the Village of Biscayne Park formally dedicated the newly constructed VILLAGE HALL and Public Safety Annex which serves as the Village's central location to provide municipal services for its residents.

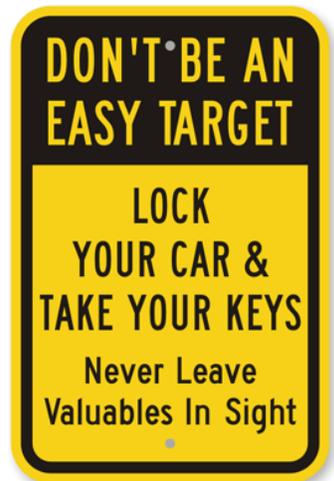
We invite you to visit!



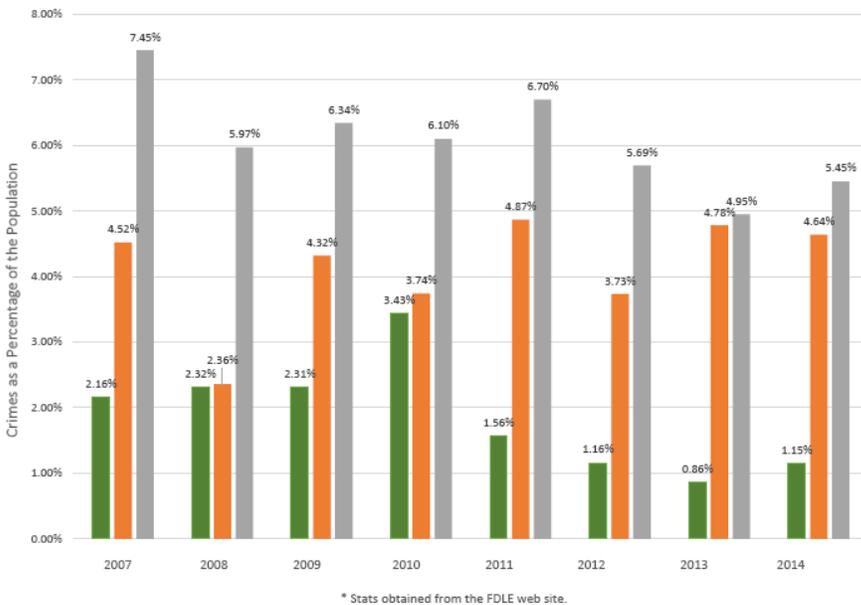


An Important Message from Biscayne Park Citizens' Crime Watch

An important reminder during the holiday season and **EVERY DAY**. Remove purses, cash (coins), laptops, tablets, cell phones / charges, GPS, and firearms from your car. **Do not leave valuables in plain view**. Place shopping bags in the trunk. Help reduce this PREVENTABLE crime: **LOCK YOUR CAR DOORS**.



SUMMARY OF ANNUAL CRIME STATS* FROM 2007 TO 2014
FOR
BISCAYNE PARK, EL PORTAL AND MIAMI SHORES



To join the Biscayne Park Citizens' Crime Watch group, please contact the coordinator at: chairperson@biscayneparkcitizenscrimewatch.com

The **Biscayne Park Citizens Crime Watch** is an email-based network supporting public safety by knowing your neighbors, observing and reporting irregular activities to the police.

To the left are the crime stats for our area as provided by Crime Watch. The information is based on crimes as a percentage of the population.

Green Bar – Village of Biscayne Park
Orange Bar – El Portal Village
Gray Bar – Miami Shores Village

As always, be a good neighbor – IF YOU SEE SOMETHING, SAY SOMETHING. To report suspicious activity:

Call 911 for an emergency or life threatening situation. For a non-emergency situation that you feel needs to be reported, call 305-4-POLICE (305-476-5423).

When you call, please provide as much information and details as possible in regards to a person's description (clothing, hair, skin color and any distinguishing marks), or vehicle (make, model, color and tag number).

Stormwater Master Plan – Your input is needed! Have you filled out your FLOOD SURVEY form?

At the close of the State of Florida Legislative Session the Village received great news – we were awarded up to \$150,000 to complete a Village-wide Stormwater Master Plan. This will allow the Village Engineer to collect data and propose a long-term plan to address flooding and drainage throughout the Village.

The Master Plan also provides the Village the ability to be in a better position to solicit funding from the State and County for the work that is needed as identified by the plan.

A part of collecting data is to get input from the residents on the level of flooding experienced or observed at each property. You can provide that by filling out a **FLOOD SURVEY** form. These forms are available on our website or at Village Hall. **Please, everyone's participation is important!**

FLOOD SURVEY

We would appreciate your assistance in developing the Village of Biscayne Park's Stormwater Master Plan by completing the following survey and returning it to:

Village of Biscayne Park
240 NE 114th Street
Biscayne Park, FL 33161
Attention: Village Manager
(305) 476-5400

Name: _____ # of Years at Address: _____

Address: _____

Phone No. (Optional): _____

Please check (✓) all levels of flooding experienced or observed at the above address:

				
NEVER	RARELY	SOMETIMES	SOMETIMES	SOMETIMES
<input type="checkbox"/>				

COMMENTS: _____

If you have copies of photographs depicting the flooding in your neighborhood that you would like to provide, please enclose them with your completed survey. Thank you for your participation!

CONTACT INFORMATION for YOUR Village Officials & Staff



Mayor David Coviello – dcoviello@biscayneparkfl.gov
Vice Mayor Bob Anderson – banderson@biscayneparkfl.gov
Commissioner Fred Jonas – fjonas@biscayneparkfl.gov
Commissioner Roxanna Ross – rross@biscayneparkfl.gov
Commissioner Barbara Watts – bwatts@biscayneparkfl.gov
Village Manager Heidi Siegel – villagemanager@biscayneparkfl.gov

Public Services Manager Krishan Manners – kmanners@biscayneparkfl.gov
Village Clerk Maria Camara – villageclerk@biscayneparkfl.gov
Police Chief Cornelius McKenna – policechief@biscayneparkfl.gov
Parks & Recreation Manager Shelecia Bartley – recreation@biscayneparkfl.gov
Building Permit Coordinator Shanesa Mykoo – building@biscayneparkfl.gov
Code Compliance Officer Reginald White – code@biscayneparkfl.gov

Telephone Number: 305 899 8000 **Facsimile: 305 891 7241**
Emergency: 911
Village website: www.biscayneparkfl.gov

Save the Date!



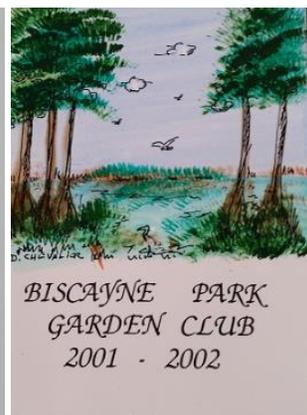
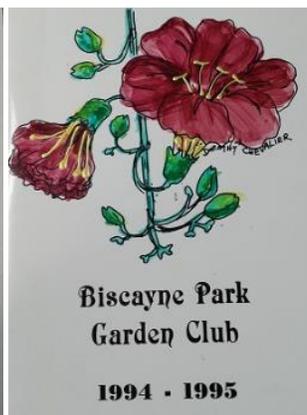
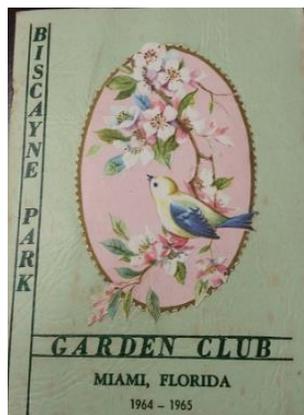
Preparations are underway for the unveiling and ribbon cutting ceremony for the historically restored LOG CABIN.

According to Village records, on the evening of January 24th, 1935, appropriate dedicatory ceremonies were held, during which Mr. W.H. Green, Regional Administrator of the Federal Emergency Relief Administration (F.E.R.A.) for Dade County, Florida, officially turned the building over to the Village of Biscayne Park. Mayor Earl W. Thomas accepted the property on behalf of the Village Commission.

We look to dedicate the newly restored building on **January 24th, 2016**. Please look for upcoming announcements to confirm the date!

The Biscayne Park Garden Club – a treasured history of our community!

Dating back to the mid 1950's, the Village of Biscayne Park had a very active and celebrated Garden Club. From the "year books" that were handcrafted by club members, we learn that their objectives were to promote an interest in home gardens, to participate in civic beautification, to study Florida horticulture, to cooperate in the protection of native plants and natural resources, and to promote the artistic use of plant material. Some of their recognized projects included working with the Village in community beautification, garden therapy at the South Florida State Hospital, as well as the comprehensive study of conservation, parliamentary law and horticulture at each of their meetings. Based on several newspaper clippings, the Biscayne Park Garden Club were participants and award winners at several State and County Flower Shows. Here below are a few of the handcrafted year books that we are fortunate to still have as part of the Village's historical records dating back to the early 1960's.



Many of the articles on the Biscayne Park Garden Club featured in local newspapers during the 1950's, 1960's and 1970's can be found through a Google News search at news.google.com/newspapers, then click on The Miami News and enter Biscayne Park Garden Club in the search block.

Get involved! Board members needed!



The following Village Boards are in need of members:

Biscayne Park Foundation: Considered the fund raising arm of the Village, this 501(c)(3) organization fosters and promotes community wide interest and concern for the history and preservation of the Village of Biscayne Park. The Foundation meets once a month and is currently looking for one member to complete the five-member board.

Recreation Advisory Board: The primary objective of this Board is to be receptive to the ideas and desires of the residents of the Village as to the beauty and quality of life in the Village, and to make recommendations concerning the operation of the Village parks, playgrounds, and undeveloped parklands and recreational programs to the Village Commission. The Board meets once a month and is currently looking for two members, a voting member and alternate.

Application forms are available at Village Hall or on our website. Submitted applications will be forwarded to the Village Commission for their consideration and appointment.

Additional information regarding the Biscayne Park Foundation and the Recreation Advisory Board, as well as the minutes of all their meetings are also available on our website at www.biscayneparkfl.gov.

COMMISSION IN THE COMMUNITY

“Commission in the Community” is an opportunity to have a type of meeting where residents have a chance to ask questions or share their concerns and suggestions with all the members of the Village Commission in a less formal setting than a regular Village Commission meeting.

Date: Saturday, February 6th

Time: 10:00am – 12:00pm

Time Details: Meet and greet with light refreshments from 10:00 to 10:30am. Open forum with the Mayor and Commissioners will start at 10:30am.

Address: Log Cabin, 640 NE 114th Street, Biscayne Park, FL

Contact: (305) 899 8000

Join us!

Upcoming 2016 Biscayne Park Foundation FOOD & TUNE Events!



February 6th



March 26th



May 7th



October 15th

Saturday, January 9
8:30-11:00 a.m.
Miami Shores
Community Center
Pre-register at
miamishores.com



Saturday, January 9, 2016 at 8:30 a.m.

You and your family are welcome to join the inaugural "Three Villages Bike Ride" which begins at the Miami Shores Community Center, loops through both Biscayne Park and El Portal, with a stop at Biscayne Bay! This is not a race, so kids and seniors are welcomed. Two levels of riders.

No training wheels, skateboards or rollerbladers. Must have helmet. Prizes will be awarded for best decorated bike, oldest finisher, youngest finisher. Free refreshments en route and at ride conclusion. DJ.

Free Registration at the Miami Shores Chamber of Commerce website for the first 100 registrants! (www.miamishores.com)



**FIND YOUR
ORANGETHEORY®**

CALL NOW
for
PRE-OPENING
RATES

COMING SOON

**MIAMI SHORES
9017 BISCAYNE BLVD.
MIAMI SHORES, FL 33138**

305.615.1299

ORANGETHEORYFITNESS.com

Orangetheory®, OTF®, and other Orangetheory® marks are registered trademarks of Ultimate Fitness Group, LLC. © Copyright 2015 Ultimate Fitness Group, LLC, and/or its affiliates

Calls for Artists

The **Public Art Advisory Board** is sponsoring a Call for Artists for outdoor public art for the Village of Biscayne Park. This will be a welcome addition to the sculptures already located throughout our Village!

The Call for Artists is seeking artists to participate in the Village's 2016 Public Art Project where the theme is **ART IS IN OUR NATURE**.

If you are interested in finding out more, please e-mail publicart@biscayneparkfl.gov. The deadline for submissions is February 15, 2016.



GET IN SHAPE - HAVE FUN - LEARN SELF DEFENSE

**KRAV
MAGA**



\$99 SIX WEEK SPECIAL



**KID'S MUAY THAI
KICKBOXING**

**Increased Focus
Self Discipline
Fitness & Fat Loss
Character Development**



(305) 542-5549 MMA-F.COM

ED BURKE RECREATION CENTER, 11400 NE 9 CT

RPS

RoadRunner

PACKING & SHIPPING

Reliable Packing & Shipping
Services ... All in One Stop.

- ☑ Mailbox Rental.
- ☑ Notary Services.
- ☑ Packing Services & Supplies.
- ☑ Copy, Fax, Print, Scan & Computer Rental
- ☑ Binding & Lamination



 Monday to Friday 9:00 AM to 7:00 PM
Saturday: 10:00 AM to 2:00 PM

 9480 NE 2nd Avenue, Miami Shores, FL 33138

 Visit our website for coupon and discount!!!

 www.rpspacknship.com



Ruthie's Paws!



Ruth Palmieri
Certified Accredited Dog Trainer
(786) 269-3063
Ruthiespaws@gmail.com
Insured



White Lotus Home
Organic Bedding Company



Free Monthly
Pillow Giveaway!

Handmade
in the USA!



Get 10% off your next order by
using code: MIACARD at checkout!

2128 NE 123rd Street
North Miami, FL 33181
305-929-8900
miami@whitelotushome.com

mailto:miami@whitelotushome.com

Manufacturing & Showrooms

431 Raritan Avenue
Highland Park, NJ 08904
732-828-2111

61 Pearl Street, Unit 22
Brooklyn, NY 11201
917-231-4141

WhiteLotusHome.com

Ruthie's Paws!

- * Obedience & Behavioral Training
(Private & Group Classes)
- * Pet Sitting
- * Dog Walking
(Free 15 Minutes Consultation)



Interested in advertising in our newsletter and reaching out to over 1,200 homes in the Village? Please contact us for pricing information and when our next newsletter is scheduled to print.

E-mail: villagehall@biscayneparkfl.gov

The Village of Biscayne Park reserves the right to reject a request to place an ad in our newsletter on a case by case basis and does not endorse or guarantee any product, service or company represented.

THE TEAM
Nancy Knows
 your neighborhood!



285 NE 103 St. * Miami Shores * \$895,000



251 NE 98 St. * Miami Shores * \$699,000



1005 NE 118 St. * Biscayne Pk * \$445,000



1003 NE 118 St. * \$588,000



10828 NW 2 Ave. * \$374,000



560 NE 107 St. * \$548,000



9511 NW 3 Ave. * \$199,000



12215 NE 10 Ave. * \$268,000



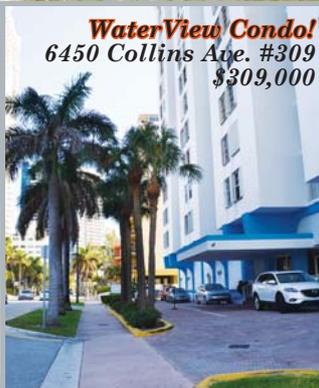
1060 NE 121 St. * \$325,000



WaterView Condo!
 90 SW 3 St. #2207
 The Ivy * \$275,000



WaterView Condo!
 2500 NE 135 St. #B-1005
 Dorset House * \$224,000



WaterView Condo!
 6450 Collins Ave. #309
 * \$309,000

Proven Results
 Nancy's homes sell.
305-694-2166
 www.nancyknows.net

Nancy Dowson, P.A.
 Broker-Associate





Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161



Winterfest 2015

Before you know it, Santa Claus and his entourage will be parading through the streets of our Village to make a stop at our annual Winterfest celebration.

This year's event is scheduled to take place on **Saturday, December 19th**. There will be plenty to do and enjoy besides giving Santa your list! Keep the date marked on your calendar and be on the look out for more information.

Village of Biscayne Park Holiday Schedule

Thursday, November 26 – All Village departments are closed.

Friday, November 27th – All Village departments are closed.

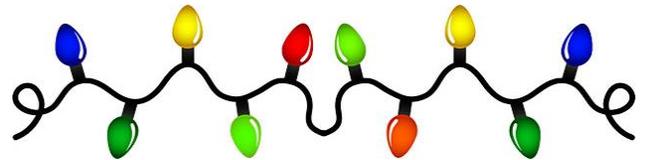
Friday, November 27th – Regular GARBAGE and RECYCLING will be provided.

Friday, December 25th – All Village departments are closed.

Friday, December 25th – GARBAGE and RECYCLING will NOT be provided. Next service day is Tuesday, Dec. 29th.

Friday, January 1st – All Village departments are closed.

Friday, January 1st – Regular GARBAGE and RECYCLING will be provided.



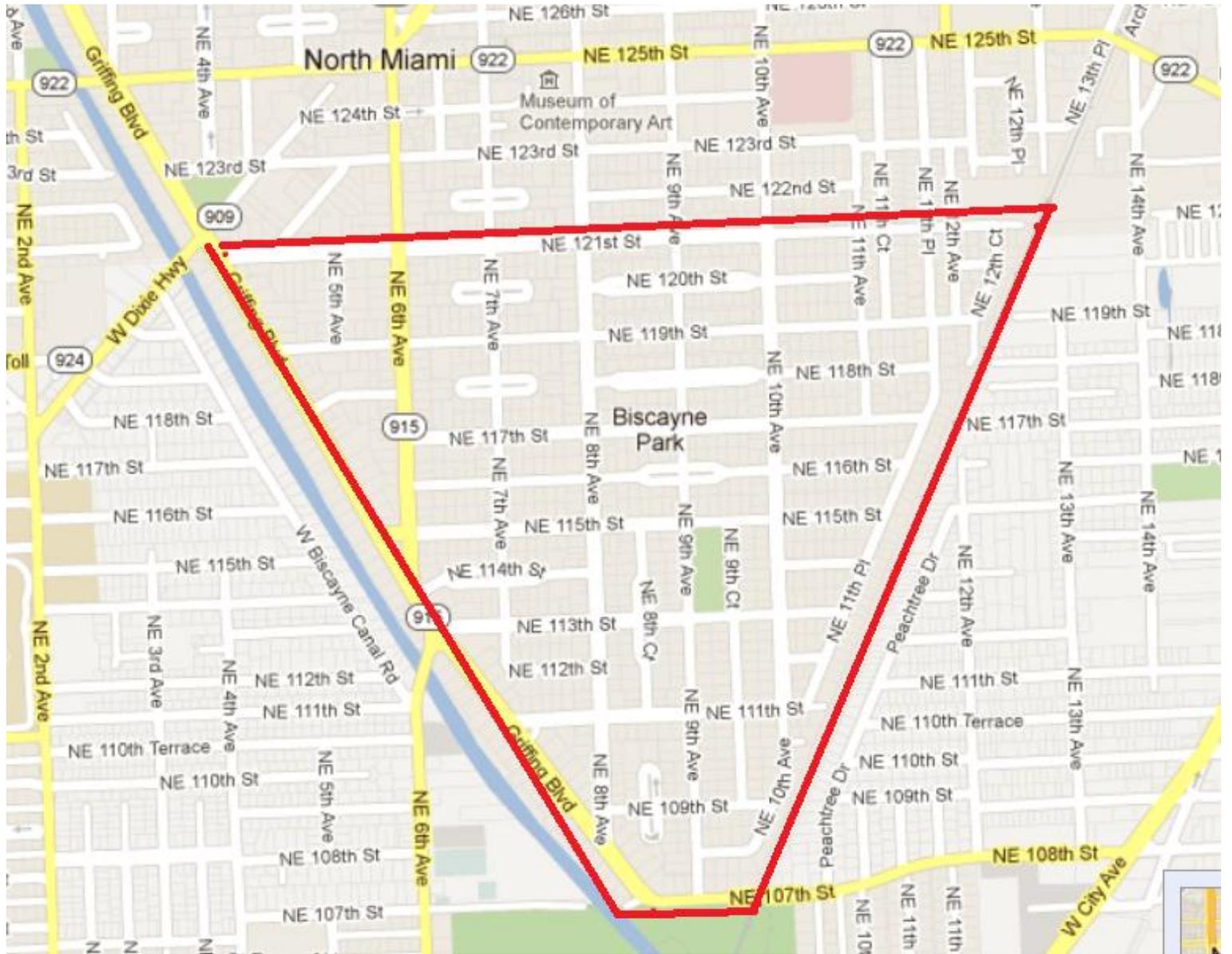
Show off your holiday spirit and enter our Holiday House Decorating Contest!

The Recreation Advisory Board will be judging on four categories:

- ❖ **BEST THEME**
- ❖ **BEST USE OF LIGHTS AND COLOR**
- ❖ **MOST ORIGINAL**
- ❖ **MOST FESTIVE**

Deadline for entries is Wednesday, December 2nd at 6:00pm. Judging will take place between December 6th through December 13th. Winners will be announced during Winterfest on December 19th.

To enter please e-mail recreation@biscayneparkfl.gov





Village of Biscayne Park NEWSLETTER

Shouldn't your ad be featured in our next newsletter? The next edition of the Biscayne Park Newsletter is tentatively scheduled for delivery October 2015. Plan ahead to have your business introduced to over 1,300 homes in the Village of Biscayne Park. One-time advertising rates are as follows:

Full Page: \$250
Half Page: \$150
Quarter Page: \$100
Eighth Page (business card size): \$50
Sixteenth Page: \$35

Deadline for ad submissions is tentatively set for Friday, September 18, 2015 at 12:Noon

To view past editions of our newsletter, please visit our website at www.biscayneparkfl.gov. Click on the section called "Information for Residents", then click on "Village Newsletter".

For more information, please contact us at 305 899 8000, or at villagehall@biscayneparkfl.gov

The Village of Biscayne Park reserves the right to reject an offer to place an ad in the newsletter on a case by case basis. The Village of Biscayne Park does not endorse or guarantee any product, service or company represented in the displayed advertisement.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.d

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 18, 2020

TITLE: Discussion on CITT audit and recent developments

Recommendation

AT the present time the Interim Village Manager is gathering information through old resolutions and gathering expenditures that was used from the CITT - Fund Transportation / Transit.

Interim Village Manager is diligently working with the Executive Director of CITT, Mr. Javier Betancourt and shall be requesting an extension until May 31, 2020 so that the Village can be prepared to provide the requested information / audit required under the Interlocal Agreement between the Municipalities and Miami-Dade County.

Attachment(s)

- Letter dated 02/25/2020
 - Letter dated 12/19/2019
-

Prepared by: Roseann Prado, Village Clerk



Item 5.d
March 18, 2020

Citizens' Independent Transportation Trust

111 NW 1st Street • Suite 1010

Miami, Florida 33128

T 305-375-1357 F 305-375-4605

Transportation Trust @GoCITT

miamidade.gov/citt

CITT Board Members

Chairperson

Joseph Curbelo

First Vice Chairperson

Alfred J. Holzman

Second Vice Chairperson

Oscar J. Braynon

*Glenn J. Downing, CFP®

Joe Jimenez

Prakash Kumar

*Hon. Anna E. Lightfoot-Ward, Ph.D.

Jonathan A. Martinez

* Miles E. Moss, P.E.

Marilyn Smith

L. Elijah Stiers, Esq.

Robert Wolfarth

Executive Director

Javier A. Betancourt

* Past Chairperson

Mr. Krishan T. Manners
Village Manager
Village of Biscayne Park
640 Northeast 114 Street
Biscayne Park, Florida 33161

December 19, 2019

Dear Mr. Manners:

The purpose of this letter is to follow-up on the recent Citizens' Independent Transportation Trust (CITT) municipal audit of the Village of Biscayne Park. The audit, performed by the Office of Audit and Management Services (AMS) of Miami-Dade County, included various findings relating to the utilization of Charter County Transportation Sales Surtax (Surtax) funds by your municipality.

In its audit report, AMS expressed various concerns and issues pertaining to the use of Surtax funds by the Village of Biscayne Park, including the following findings:

- As of September 30, 2017, the Village of Biscayne Park had \$866,608 in unspent Transit and Transportation-related Surtax Proceeds (\$140,802 in unspent Transit funds and \$725,806 in unspent Transportation proceeds), which has not been spent within the required five-year period.
- Of particular concern, is the finding that the Village of Biscayne Park had only \$626,612 in Cash and Cash Equivalents as reflected in Schedule I of the CITT Fund.

After careful review of the AMS findings, the Office of the CITT has determined that the Village of Biscayne Park is at risk of having Surtax funds withheld or recaptured. As discussed in our meeting on October 1, 2019, in order to avoid the withholding and/or recapture of these funds, it is imperative that you provide a detailed response on the measures you are taking to remedy the issues stated in the audit by January 31, 2020.

In addition, please note that the Village of Biscayne Park has not remitted the FY19-20 Compliance documents as required under the People's Transportation Plan (PTP) Ordinance. These documents were due November 1, 2019.

Please be advised that failure to address and resolve these issues and findings may result in the withholding and/or recapturing of Surtax funds by the CITT.

Should you have any questions or concerns, please contact me at (305) 375-1357 or Javier.Betancourt@miamidade.gov.

Sincerely,

Javier A. Betancourt
Executive Director

cc: Bruce Libhaber, Assistant County Attorney, Miami-Dade County
Cathy Jackson, Director, Audit & Management Services, Miami-Dade County
Monica Cejas, Assistant Director, CITT
Vontressia Young, Financial Manager, CITT
Nestor Toledo, Municipal Liaison, CITT



Citizens' Independent Transportation Trust

111 NW 1st Street • Suite 1010

Miami, Florida 33128

T 305-375-1357 F 305-375-4605

Transportation Trust @GoCITT

miamidade.gov/citt

CITT Board Members

Chairperson
Joseph Curbelo

First Vice Chairperson
Alfred J. Holzman

Second Vice Chairperson
Oscar J. Braynon

*Glenn J. Downing, CFP®

Joe Jimenez
Prakash Kumar

ton. Anna E. Lightfoot-Ward, Ph.D.

Jonathan A. Martinez

*Miles E. Moss, P.E.

*Paul J. Schwiep, Esq.

Marilyn Smith

L. Elijah Stiers, Esq.

Robert Wolfarth

Executive Director

Javier A. Betancourt

*Past Chairperson

Mr. David Hernandez
Interim Village Manager
Village of Biscayne Park
640 Northeast 114 Street
Biscayne Park, Florida 33161

February 25, 2020

Dear Mr. Hernandez:

On December 19, 2019, the Office of the Citizens' Independent Transportation Trust forwarded a letter to the Village of Biscayne Park regarding the municipal audit conducted by the Office of Audit and Management Services (AMS) of Miami-Dade County. That audit included various findings relating to the utilization of Charter County Transportation Sales Surtax (Surtax) funds by the Village. (See Attachment)

In said letter, the Village was provided until January 31, 2020 to address and respond to the findings and issues raised in the AMS audit. In addition, the Village was requested to provide information required under the Interlocal Agreement between the municipalities and Miami-Dade County, including annual compliance and quarterly reports. As of this date, the Village of Biscayne Park has not responded to the letter.

The failure by the Village of Biscayne Park to provide the requested information in a timely manner leaves this office with no other option but to begin withholding the Village's Surtax funds. Please be advised that the withholding of Surtax funds will take effect immediately and continue until all findings and issues are completely resolved.

It is imperative that the Village respond, in full, to the findings of the municipal audit and this correspondence by April 1, 2020. If the Village of Biscayne Park fails to respond by said date, this office will commence in the recapturing of the Municipality's surtax funds.

If you have any questions, please contact our office at (305) 375-1357.

Sincerely,

Javier Betancourt

cc: Bruce Libhaber, Assistant County Attorney, Miami-Dade County
Cathy Jackson, Audit & Management Services, Miami-Dade County
Monica Cejas, Assistant Director, CITT
Vontressia Young, Financial Manager, CITT
Nestor Toledo, Municipal Liaison, CITT



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.e

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 18, 2020

TITLE: FEMA Floodplain Management

On April 25th 2019, I Jean Paul, as the Floodplain Administrator had a meeting with the State Floodplain Management Agents and discussed a few point in regards to floodplain review and floodplain ordinance, which Biscayne Park as met both standards. After the meeting the state floodplain office requested a few properties to provide their Elevation Certificate and final survey. The Village sent its final Elevation Certificate to the state floodplain office on January 6 2020. We received a closing letter from Steve Martin the NFIP State Coordinator and Floodplain Manager regarding successfully closing the Community Rating System (CRS), which the processed officially commenced on March 4th 2020. After speaking with Mr. Arkens the ISO/CRS Technical Coordinator; he informed me that the Village will have to quickly submit the documentation to complete the CRS integration, which we are trying to complete before the end of April. He also informed me that once the Village has successfully completed the CRS classified as 9 or 8 possibly 7 depending of the documentation presented, the Village as a whole would receive a 5% discount in regards to flood insurance premiums. Once the NFIP and the CRS issues Biscayne Park's certificate as being a participant of CRS and flood insurance agents/providers will be notified and the discount would be applied within the new fiscal year. Prior to initiating the CRS program we would have to acquire the Village's repetitive Lost List from FEMA which is the final process that took place.

Attachment(s)

Prepared by: Roseann Prado, Village Clerk

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

THE DEPARTMENT OF HOMELAND SECURITY/ FEDERAL EMERGENCY
MANAGEMENT AGENCY (DHS/FEMA) FEDERAL INSURANCE AND
MITIGATION ADMINISTRATION (FIMA)

AND

[LONG NAME OF ENTITY]

1. **INTRODUCTION AND PURPOSE.** The U.S. Department of Homeland Security/Federal Emergency Management Agency, Federal Insurance and Mitigation Administration (DHS/FEMA/FIMA) and **[ENTITY LONG NAME (ENTITY SHORT NAME)]** voluntarily enter into this Information Sharing Access Agreement (ISAA). The purpose of the ISAA is to enable FEMA to share personally identifiable information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, with the **[ENTITY SHORT NAME]** to review National Flood Insurance Program (NFIP) policy and/or claims information. NFIP data will be used for daily floodplain management, Community Rating System (CRS) and hazard mitigation activities. Information will be used within Lowell and service areas, assisting to make substantial damage determinations as well as identifying properties for buy-out or elevation.
2. **AUTHORITIES.** This ISAA is authorized by:
 - a. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (42 U.S.C. 5121 et seq.) (Stafford Act) *for declared disasters only*;
 - b. Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (6 U.S.C. 101 et seq.) *for declared disasters only*;
 - c. National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA);
 - d. Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act);
 - e. Authority notification - DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN).

Jean Paul Elie

From: Arkens, David M. [DMarkens@verisk.com]
Sent: Wednesday, March 11, 2020 4:39 PM
To: Roy.McClure@fema.dhs.gov
Cc: Harper, Sherry; Jean Paul Elie
Subject: Biscayne Park FL 120638

Good Afternoon Roy,

I will be conducting a new application visit with Mr. Elie (copied) from Biscayne Park FL on April 2, 2020. It's come to my attention that he will need to sign an ISAA form to release his community's RL data. Could you work with Mr. Elie on getting him that form so he can fill it out and get it back to you? His contact information is:

Jean Paul Elie, Building Coordinator and Floodplain Administrator
(305) 899-8000
building@biscayneparkfl.org

Thank you

Dave Arkens, CFM
ISO/CRS Technical Coordinator, ISO Community Hazard Mitigation
Logandale, NV
t: 702.398.7243
c: 702.354.4674
dmarkens@iso.com
www.verisk.com/insurance



This email is intended solely for the recipient. It may contain privileged, proprietary or confidential information or material. If you are not the intended recipient, please delete this email and any attachments and notify the sender of the error.



INSURANCE SERVICES OFFICE, INC.

Dave Arkens, ISO/CRS Specialist, Phone: (702) 354-4674, Email: dmarkens@verisk.com

NFIP# 120638

March 12, 2020

Mr. Jean Paul Elie, Building Coordinator and Floodplain Administrator
Village of Biscayne Park
600 NE 114th Street
Biscayne Park, FL 33161

Dear Mr. Elie:

This is to confirm our recent conversation regarding your community's new application for the Community Rating System (CRS) program.

I will meet with you over the phone beginning at **10:00 a.m. (EST) on Thursday April 2, 2020**. I estimate that the visit will take approximately 3 to 5 hours. You will need to be present throughout the entire session, and other community staff members may wish to participate in appropriate portions of our meeting if they will provide assistance in implementing any of the CRS activities.

In preparation for our meeting, please consult the 2017 CRS Coordinator's Manual for activities your Community anticipates applying for, particularly the credit criteria and documentation sections. Our time together will be maximized if you can have as much documentation as possible available and organized when I arrive. A detailed list of documentation necessary is attached to this letter. While the list is not all inclusive, it does include most of the documentation commonly requested.

My objective is to leave your office with most of the necessary documentation to process your application. In the event some documentation needs research or correction, your community will have up to 30 days to submit any additional documentation needed after the visit.

Your participation in the Community Rating System reflects your commitment to a sound floodplain management program for the benefit of your citizens. I look forward to my visit. Please don't hesitate to contact me should you have any questions or if I can be of assistance.

Yours truly,

Dave Arkens, CFM
ISO/CRS Specialist

Cc: Mr. Steve Martin, State NFIP Coordinator
Mr. Roy McClure, DHS/FEMA Region IV
Ms. Sherry Harper, ISO/CRS Director



CRS Crosswalk

Community:	Biscayne Park, Village of, FL	Visit Date	04/02/2020
NFIP Number:	120638	CRS Class	NA
Repetitive Loss	(3) Category B community	CRS Points	NA
Comm Growth Rate	1.03	BCEGS	98/98

Tips for a successful submittal:

The CRS Coordinator’s Manual is an essential tool in developing a successful CRS submission. Please download the current version of this Manual from the following website: www.CRSResources.org

Be sure to check both the credit criteria and the documentation sections to ensure credit applied for is applicable. Checking these sections will save valuable time and will result in a more successful submission.

Submit only pertinent sections of documentation needed for review. Files submitted should be in an electronic (pdf) format with folders organized by activity number (310, 320, 330, 340, etc.) and files labeled with the element acronym (EC, ECPO, ECPR).

Please do not insert folders inside of folders or provide read only or protected documents as the Specialist needs to mark up each pdf file to show where credit is awarded.

Folder organization



File organization (for activity 320)



To facilitate the storage of documentation, certain characters should not be used when naming files: ~ ` # % & * : < > ? ? / \ { | }

Select activities require a technical review checklist (450, 510, 600 series). The checklist helps the technical reviewer quickly determine if credit is applicable. Please remember to completely fill in the Activity Checklists and indicate for each element

where to find the corresponding documentation (chapter, section number, page number, etc.). All incomplete checklists will be sent back for completion. Completing the checklist can also help the community determine appropriate documentation to provide.

Communities are encouraged and should submit documentation in advance of the meeting.

Documentation can be placed on a USB drive and mailed to the Specialist (address provided at your request), placed on an FTP site, Dropbox or similar, or emailed.

The following list is not all inclusive and may include commonly credited activities.

Please have the following documentation available for review during our meeting.

CC230 – Verification Cover Sheet: This is the only form that must be signed by the Chief Executive Officer (CEO). All other forms (CC-RL, CC-EHP), checklist and worksheets can be completed by the CRS Coordinator.

- Please have the CC-230 signed by CEO. Mark each activity the Community anticipates applying for. If we determine additional activities are applicable, I will mark those on your behalf before the file is closed and return a corrected copy to the Community.

Program Data Form: All lines on this form must be completed if you have previously cycled under the 2013 CRS Coordinator's Manual.

- Please calculate the acreage of your SFHA (line #13) and the number of buildings in the SFHA (line #6) with an explanation of how these numbers were calculated and submit with the material below. These numbers are used to calculate credit for several activities and must be provided. See the attached PDT form.

Activity 310 - Elevation Certificates:

- Provide a description or standard operating procedure (SOP) of how the community receives, maintains, stores, and provides copies of elevation certificates including the Community's procedure of how you deal with an incomplete or incorrect EC when submitted (see attached samples for your convenience).

Activity 320 - Map Information Services:

- Provide a qualifying outreach project that shows publicity is being sent annually for this activity. The publicity requirement can be accomplished using any of the options listed in the *CRS Coordinator's manual*. Publicity must describe in a few words all the services being credited (MI1 thru MI7). See attached model outreach.

- Provide documentation showing that you are providing basic information found on the FIRM which is required for MI1 credit. For additional MI credit, provide documentation for other elements of this activity.
- Provide revised records or a log from the past year documenting the map information service is being implemented. The log must show that all MI elements credited are being discussed. See attached model log.
- Provide a written description of how you maintain your Flood Insurance Rate Maps. This includes annexations, new subdivisions, LOMCs, etc.
- Provide face copies or digital photos of all FIRM's used by Concord, past and present. Digital photos can be taken at the visit by the Specialist instead of making copies.

Activity 330 - Outreach Projects:

- For OP, provide copies of outreach documents that are distributed to the community, posted in public offices or provided as presentations to community groups.
- Outreach items are scored based on action messages covering the following topics: 1) know the hazard; 2) buy flood insurance; 3) protect people; 4) protect property; 5) build responsibility; and 6) understand the natural function of floodplains.
- Points are based on the type of outreach (targeted, general or informational). To score outreach items, describe the audience receiving the information. Keep in mind that target audience outreach projects worth 6 points per topic must tell the reader "they are receiving the information because they live in or near a floodplain or flood prone area."
- If a project is sent to the SFHA, provide a copy of the mailing list. Community presentations should include a sign in sheet, agenda and talking points which identify the messages delivered.
- Informational outreach projects are scored based on the location and the number of buildings the information is placed in. Take a photo of any community or FEMA publications and identify the address of the building where the public can access the information.

Activity 340 – Hazard Disclosure:

- For DFH credit, provide copies of completed disclosure notices from at least five local real estate agencies showing that they are advising potential property purchasers of the flood hazard and the flood insurance purchase requirement, if available.

- For ODR credit, provide the ordinance for other disclosure requirements and the document(s) that show enforcement.
- For REB credit, provide the brochure or handout provided to local real estate agents that advise potential buyers to investigate the flood hazard for a property.

Activity 350 – Flood Protection Information:

- For LIB credit, provide a list of FEMA flood protection publications or other qualifying publications and a list of locally pertinent documents available in your local public library.
- For LPD credit, provide a list of locally pertinent publications that have been cataloged in the public library.
- For WEB credit, provide documentation showing the community has a flood protection link on the home page of your web site along with a link to DHS/FEMA and Floodsmart.org for WEB credit.
- Consider placing the language developed in your Activity 330 outreach project to your flood protection web page for maximum credit.
- For WEB 2 credit, provide a pdf screen shot showing a link to real-time river gage information.
- For WEB 3 credit, provide a list of addresses for which the community has ECs available or posted on the website. Also identify the percentage (25%, 50%, 75%) of ECs from the Community's files that are posted on the website.

Activity 360 – Flood Protection Assistance:

- Please provide a copy of document that the community uses to publicize all elements of this activity. See example publicity language.
- Provide information on how site visits are conducted with records noting the date and type of assistance given. The records must include the details of the findings and recommendations provided to the inquirer. See example log.
- Provide a description of the technical qualifications for those persons providing the service for each element. The description must include which staff will be making site visits and why they are qualified to make recommendations.

Activity 370 – Flood Insurance Promotion:

- If applying for Flood Insurance Coverage Assessment (FIA), please submit the assessment document that follows the 5 steps outlined in the CRS Manual. Please also see the insurance sheets attached and a sample FIA document that will help you through the process.

Activity 420 - Open Space Preservation:

- For OSP credit, provide a description of the parcels preserved as open space. This must be a map and parcel list that corresponds to each other and notes which parcels also qualify for DR and NFOS credit.
- For each parcel that is preserved as open space because of ownership, provide documentation that the owner will keep the parcel open.
- For each parcel that is preserved as open space because of a regulatory requirement provide the ordinance language that prohibits structures and fill in part or all of the regulatory floodplain.
- For each parcel that is preserved as open space outside the SFHA, provide documentation showing that floodplain regulations are in effect in the area.
- For DR credit, for each parcel that has a qualifying deed restriction, provide a copy of the deed or other legal restriction language. The language that qualifies the parcel for DR must be marked on the deed.
- For NFOS credit, provide for each creditable parcel, documentation that supports credit under NFOS1 and any additional credit requested. The document must describe the natural floodplain functions of the parcel.
- Provide a memo, letter or form signed by a professional in a natural science such as botany, biology, forestry, or landscape architecture stating that these areas are preserved as natural and beneficial areas.
- An impact adjustment map that includes the SFHA must be provided for each element credited. Each element can be on the same map as long as each element is clearly represented and the acreage amount for each element is listed.

Activity 430 – Higher Regulatory Standards:

Most of the higher regulatory standards will be found in the Community's Flood Hazard Development Regulations. Please provide a marked up copy of those regulations placing the element acronym in the right-hand margin.

- Development Limitations (DL)** credit applies to prohibition of fill, buildings, and/or storage of hazardous materials in the SFHA. This activity also credits regulations that require new development to provide compensatory storage at hydraulically equivalent sites. If applicable, provide recent development examples showing the level of fill that was removed and replaced.
- Freeboard (FRB)** credits apply to structures (including electrical, heating, ductwork, ventilation, plumbing and air conditioning equipment), attached garages, and floodproofing of non-residential structures which are protected to

one foot or greater above the Base Flood Elevation (BFE). Provide 10 EC's if available to verify enforcement of your 1' FRB requirement.

- For **Building Code (BC)** credit, provide a copy of the state or local ordinance language that adopts the State Statutes for building codes or the following International Codes (IBC, IRC, Plumbing, Mechanical and Fuel Gas Code).
- For **Local Drainage Protection (LDP)** credit, provide examples of buildings showing foundation drainage is directed away from the structure. A regulation that only addresses drainage plans in new subdivisions is not credited. Additional documentation for this credit is typically found in the current version of the IRC Chapter 4 Foundations R401.3 Drainage.
- For **Cumulative Substantial Improvement (CSI)** credit, provide a list of buildings that have been substantially improved since the last visit. Also mark the activity 310 permit list to show improved structures. Provide permit records that show how the jurisdiction tracks improvements or repairs to individual structures.
- Regulations Administration (RA)** provides credit for the community's procedures for administering its floodplain management regulations. This includes staff training (RA1); ISA accreditation (RA2); detailed inspections (RA3); re-inspections (RA4); and off-site record storage (RA5).

Activity 440 – Flood Data Maintenance:

- For AMD credit, provide copies or examples from your current GIS program that show the regulatory floodplain, corporate limits, streets, and parcels/lots, etc. for the Community.
- Briefly explain how your maps are updated in daily floodplain management and how often they are updated.
- For FM credit, provide face copies of ALL past FIRM's, FIS and flood boundary and floodway maps.
- Provide a list and a map of *qualifying* CORS that are in the National Spatial Reference System (NSRS) or the community's publicly accessible database. The map must show a 30-mile radius around each station.

Activity 450 – Stormwater Management:

- Provide five sets of plans for current development for erosion and sediment control plans for ESC credit with the ordinance that enforces each item.
- Provide a list of five water quality facilities within the Community for WQ credit and the as-built plans for each.

Activity 501 – Repetitive Loss:

- After reviewing the most recent RL information, identify where the RL structures are in your community and provide a written statement about the cause of flooding for each area.
- Next identify adjacent structures that might also experience flooding due to the same cause of flooding. This will become the RL “area” for the Community. Draw the RL area on a map but do not indicate which structure is the actual RL structure. Provide a copy of this map.
- Your community has 3 Repetitive Loss properties based on the June 30, 2018 update and an annual outreach project is required. The outreach letter must include information identified on page 500-12 & 13 of the Manual. Provide the most recent copy of this outreach letter.
- Provide a mailing list for the structures within the RL area. Be sure the number of addresses on the mailing list matches the number of structures within the RL area and if it doesn't explain why (i.e. multiple owners for an individual structure).
- If any of the RL structures have been mitigated, use the AW-501 form to update the list. Use the transmittal sheet in the RL packet to provide documentation showing the structure has been mitigated or why it isn't located within your jurisdiction.
- Provide a signed copy of the CC-RL form. This form can be signed by the CRS Coordinator.

Activity 510 – Floodplain Management Planning:

- If your community has a current up-to-date floodplain management plan or hazard mitigation plan that is not approaching or is over 5 years old, submit a copy of that plan along with a completed activity worksheet (see attached) and the resolution adopting that plan. If this plan has been approved by your FEMA Region, please include a copy of the approval letter. Your community may have adopted a multi-jurisdictional plan through the County.

All letters or written descriptions requested should be on Community letterhead and signed by appropriate staff.

Map note: All maps produced for CRS Activities must include at least the following basic information; map title, regulatory floodplain with acreage, street names, parcels, and map date.

Please submit in digital format. Submit the material on a CD, USB drive or through other digital file transfer programs. Please check to see if we can access online

programs first. Your digital material should be separated by activity and in PDF format with the exception of spreadsheets. Those can be submitted in Excel.

If possible, please reserve a conference type room with a large table and a power supply for a laptop computer. During the course of our meeting we will most likely be reviewing maps and other paperwork and it is helpful that we have a large table available.

Since your last CRS verification visit, you may have implemented additional CRS activities that may receive additional credit and are not included in the above list. Please review the 2017 CRS Coordinator's manual, particularly the documentation sections, which will identify what is required for each activity if you wish to receive credit for them. If you need any additional information or assistance, please feel free to contact me at (702) 354-4674 or by e-mail at dmarkens@verisk.com.

Community: BISCAYNE PARK, VILLAGE OF
 County: MIAMI-DADE COUNTY

State: FLORIDA
 CID: 120638

Current CRS Class = 10

[Printable Version]

		TOTAL	SFHA * X-STD/AR/A99 **		PRP ***
	PIF	677	665	1	11
	PREMIUM	\$531,570	\$525,880	\$1,364	\$4,326
	AVERAGE PREMIUM	\$785	\$791	\$1,364	\$393
CRS Class					
09	Per Policy	\$39	\$40	\$68	\$0
	Per Community	\$26,362	\$26,294	\$68	\$0
08	Per Policy	\$78	\$79	\$68	\$0
	Per Community	\$52,656	\$52,588	\$68	\$0
07	Per Policy	\$117	\$119	\$68	\$0
	Per Community	\$78,950	\$78,882	\$68	\$0
06	Per Policy	\$156	\$158	\$136	\$0
	Per Community	\$105,313	\$105,176	\$136	\$0
05	Per Policy	\$194	\$198	\$136	\$0
	Per Community	\$131,607	\$131,470	\$136	\$0
04	Per Policy	\$233	\$237	\$136	\$0
	Per Community	\$157,901	\$157,765	\$136	\$0
03	Per Policy	\$272	\$277	\$136	\$0
	Per Community	\$184,195	\$184,059	\$136	\$0
02	Per Policy	\$311	\$316	\$136	\$0
	Per Community	\$210,489	\$210,353	\$136	\$0
01	Per Policy	\$350	\$356	\$136	\$0
	Per Community	\$236,783	\$236,647	\$136	\$0

* SFHA (Zones A, AE, A1-A30, V, V1-V30, AO, and AH): Discount varies depending on class.

** SFHA (Zones A99, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO): 10% discount for Classes 1-6; 5% discount for Classes 7-9.

*** Preferred Risk Policies are not eligible for CRS Premium Discounts.

Jean Paul Elie

From: Arkens, David M. [DMarkens@verisk.com]
Sent: Wednesday, March 04, 2020 8:59 PM
To: Krishan Manners; Jean Paul Elie
Cc: Harper, Sherry
Subject: Village of Biscayne Park FL - CRS

Hello Mr. Hernandez and Mr. Elie

My name is Dave Arkens and I understand your community has been cleared by FEMA to enter the CRS program. I would like to work with you to accomplish that. The procedure is for me to set up a date for us to go through the documentation requirements of the program over the phone and then set a date for that documentation to be completed and submitted by you and your staff.

If you would like to reply to this email and perhaps we can chat this week or next just for about 10 or 15 minutes so I can familiarize myself with your community and your expectations of the CRS program then we can get started setting dates. I look forward to hearing from you. Thank you.

Dave Arkens, CFM
ISO/CRS Technical Coordinator, ISO Community Hazard Mitigation
Logandale, NV
t: 702.398.7243
c: 702.354.4674
dmarkens@iso.com
www.verisk.com/insurance



This email is intended solely for the recipient. It may contain privileged, proprietary or confidential information or material. If you are not the intended recipient, please delete this email and any attachments and notify the sender of the error.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

January 7, 2020

Mr. Krishan Manners, Village Manager
Village of Biscayne Park
600 NE 114th St.
Biscayne Park, FL 33161

RE: Closure of NFIP Community Assistance Visit (CAV) Report

Dear Mr. Manners,

The State Floodplain Management Office (SFMO) is pleased that the Village of Biscayne Park has completed the work needed to close the CAV report we transmitted to the Village on September 30, 2019. The Village has resolved concerns identified by the SFMO which confirms that the Village effectively implements its floodplain management program.

The SFMO requested information for three (3) residential properties of interest in the Village, all of which were determined to be substantially improved. The Village provided requested elevation certificates for all properties. These documents were reviewed by the SFMO, and the properties were found to be compliant. The State is pleased to close the CAV report. By copy of this letter, the SFMO is advising FEMA that the Village has a compliant floodplain management program and is deemed eligible to continue participating in the National Flood Insurance Program.

Should you have any questions regarding the Community Assistance Visit or report, please contact me or Shannon Riess at (850) 815-4513 or by email at Shannon.Riess@em.myflorida.com.

Sincerely,

Steve Martin, CFM
NFIP State Coordinator and Floodplain Manager
Bureau of Mitigation

SM/kmm

cc: Shannon Riess, State Floodplain Program Manager, SFMO
Jean Paul Elie, Building Coordinator/FPA, Village of Biscayne Park
FEMA Region IV, Floodplain Management and Insurance Branch (CIS)
Roy McClure, Natural Hazards Specialist, FEMA Region IV

**SCORE CAV
Address Follow Up**

Community Name:		Biscayne Park		Community Number:		Date of Entry to NFIP		Community Class No.		SFMO Reviewers:		Kristabel Moore	
Information provided by SFMO						Information to be provided by Community							
Parcel No.	Street Address	Development Type	Effective Year Built	Flood Zone and bfe	Comments	EC	Construction Docs	Proposed Revolution Date	Comments				
1722300430040	730 NE 121 ST	RESIDENTIAL - SINGLE FAMILY : 1 UNIT	1950	AE	Renovations - substantial improvement? Provide SI determination and EC.	N/A	N/A	✓	No further follow-up required.				
1722300430440	12005 NE 7 AVE	RESIDENTIAL - SINGLE FAMILY : 1 UNIT	1949	AE	Provide EC for HVAC unit/provide proof that HVAC unit is anchored.	Not Collected	N/A	8-Jul-19	Please look back in records to provide EC for HVAC unit.				
1722300450081	900 NE 120 ST	MULTIFAMILY 2-9 UNITS : 2 LIVING UNITS	1970	AE	Major renovations - substantial improvement? Provide SI determination and EC.	Collected, provided	N/A	8-Jul-19	Please provide a break down of construction and labor costs, as well as market value of structure.				
1722310030940	744 NE 113 ST	RESIDENTIAL - SINGLE FAMILY : 1 UNIT	1932	AE	Recent renovations - substantial improvement? Provide SI determination and EC.	Not Collected	N/A	8-Jul-19	Please provide a break down of construction and labor costs, as well as market value of structure. <u>OR</u> provide EC showing compliance with NFIP.				
1722310031270	11018 NE 8 AVE	RESIDENTIAL - SINGLE FAMILY : 1 UNIT	1946	AE	Major renovations - substantial improvement? Provide SI determination and EC.	N/A	N/A	✓	No further follow-up required.				
1722310031970	11124 NE 8 CT	RESIDENTIAL - SINGLE FAMILY : 1 UNIT	1951	AE	Major renovations - substantial improvement? Provide SI determination and EC.	Not Collected	N/A	8-Jul-19	Please provide EC for finished construction.				
1722310040320	11790 NE 8 AVE	RESIDENTIAL - SINGLE FAMILY : 1 UNIT	1952	AE	Provide proof that use of accessory structure is limited to storage/parking.	N/A	N/A	8-Jul-19	Provide proof that use of accessory structure is limited to storage/parking <u>OR</u> above BFE.				
1722310050330	674 NE 117 ST	RESIDENTIAL - SINGLE FAMILY : 1 UNIT	1926	AE	Tear down? Provide EC showing sufficient elevations in garage/living spaces. Verify flood openings.	Collected, provided	N/A	✓	No further follow-up required.				
1722310070920	11700 NE 9 AVE	RESIDENTIAL - SINGLE FAMILY : 1 UNIT	1951	AE	Recent renovations - substantial improvement? Provide SI determination and EC. Verify flood openings. <u>ALSO</u> provide EC for accessory structure.	Not Collected	N/A	8-Jul-19	Please send finished construction EC <u>AND</u> EC for accessory structure.				

Jean Paul Elie

From: Moore, Kristabel [Kristabel.Moore@em.myflorida.com]
Sent: Monday, April 29, 2019 4:59 PM
To: Jean Paul Elie
Subject: SCORE CAV Follow-up Requests
Attachments: Follow up Sheet Biscayne Park.xlsx; CIS_ CRS What If.pdf

Mr. Elie,

It was a pleasure meeting with you on Thursday, April 25th, 2019. I apologize for the miscommunication about the plenary session last Tuesday. As we talked about before, it is acceptable for Biscayne Park to attend the next meeting in lower Broward during the second week of July. I have set our follow-up dates to be due at or before that week so Biscayne Park's report can be finalized ASAP. Shannon Riess will be sending emails regarding the future meeting location and its date/time. I promised to send a document showing which properties require additional follow-up – it has been attached to this email. You had mentioned that you wanted to practice determining substantial improvements... feel free to do so; however, only what is listed on the attached excel sheet is required for follow-up. Please verify your receipt and let me know if you have any questions. Emails are a quick and easy way to reach me, but if you need to call, (571) 409-0457 is the best number.

Additionally, the SFMO recommends that Biscayne Park looks into requiring an elevation certificate prior to vertical construction as well as an additional elevation certificate as part of the final inspection, since both are required by the Florida Building Code. I have looked up Biscayne Park on our CIS portal and verified that you are not part of the Community Rating System. Biscayne Park might have previously been in CRS, as our portal identified a CRS Coordinator, but it is from 2006. I've attached a what-if to show what kinds of discounts are possible if the community joins CRS and advances in class. The lower the class, the better the discounts are on NFIP policy premiums.

Please reach out if you need anything else from me.

Respectfully,
Kristabel Moore

*Kristabel Moore, CFM
Floodplain Management Specialist
State Floodplain Management Office
Florida Division of Emergency Management – 350K
Desk: (850) 815-4434
Cell: (850) 766-4707*



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.f

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 18, 2020

TITLE: Discussion on lien reduction on property – 960 NE 121 Street

Recommendation

Due to the fact that currently the Village has neither a Code Compliance Board nor a Special Magistrate in place, David Hernandez, Interim Village Manager, cannot act on the waiver or reduction of lien on property address 960 NE 121 Street.

Attachment(s)

- Letter dated 02/25/2020
- Letter dated 12/19/2019

Prepared by: Roseann Prado, Village Clerk

Claudia Castro

From: Claudia Castro
Sent: Thursday, February 13, 2020 12:03 PM
To: David Hernandez
Subject: 960 NE 121 ST VIOLATION

Good morning Mr. Manager,
I have summarized the violation #17-12-1596 reason for never pulling the 2012 landlord permit that went to the code board on October 8, 2013 and was fined a citation of \$25 and be in compliance by October 9, 2013, a \$35 administrative cost was assessed and \$10 daily fine if in non-compliance from October 9, 2013. Due to the landlord permit never being applied for the fine is still running dail. To be in compliance, a 2012, 2016, 2017, 2018, 2019, 2020. Thank you and I hope you have a wonderful day.

Kindest Regards,

Claudia Castro

Code Compliance Administrator
600 NE 114th Street
Biscayne Park, FL 33161
(305) 899-8000

LOOK UP OUR VILLAGE CODE OF ORDINANCES: [CLICK HERE](#)

Transparency, Integrity & Professionalism



[Village of Biscayne Park Website](#)

The Village of Biscayne Park is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as a public record.



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 3/12/2020

Property Information	
Folio:	17-2230-044-0050
Property Address:	960 NE 121 ST Biscayne Park, FL 33161-6454
Owner	ROSE MERLE
Mailing Address	960 NE 121 ST BISCAYNE PARK, FL 33161-6454
PA Primary Zone	5900 DUPLEXES - >1200 SQFT/BLD
Primary Land Use	0802 MULTIFAMILY 2-9 UNITS : 2 LIVING UNITS
Beds / Baths / Half	2 / 2 / 0
Floors	1
Living Units	2
Actual Area	1,712 Sq.Ft
Living Area	1,487 Sq.Ft
Adjusted Area	1,600 Sq.Ft
Lot Size	9,375 Sq.Ft
Year Built	1948



Assessment Information			
Year	2019	2018	2017
Land Value	\$159,375	\$159,375	\$159,375
Building Value	\$73,920	\$73,920	\$73,920
XF Value	\$0	\$0	\$0
Market Value	\$233,295	\$233,295	\$233,295
Assessed Value	\$134,335	\$125,831	\$117,934

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$134,335	\$125,831	\$117,934
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$142,945	\$141,989	\$140,954
City			
Exemption Value	\$100,000	\$100,000	\$100,000
Taxable Value	\$34,335	\$25,831	\$17,934
Regional			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$84,335	\$75,831	\$67,934

Benefits Information				
Benefit	Type	2019	2018	2017
Save Our Homes Cap	Assessment Reduction	\$65,350	\$66,306	\$67,341
Non-Homestead Cap	Assessment Reduction	\$33,610	\$41,158	\$48,020
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000
Senior Homestead	Exemption	\$50,000	\$50,000	\$50,000
Long-Term Resident Senior	Exemption	\$34,335	\$25,831	\$17,934

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/01/2007	\$0	25302-4332	Sales which are disqualified as a result of examination of the deed
06/01/1991	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed
05/01/1978	\$40,000	10077-0826	Sales which are qualified

Short Legal Description
GRIFFING BISCAYNE PARK EST AMD
PART BLK 27 PB 46-41
LOT 5 BLK 27
LOT SIZE 75.000 X 125



The Village of Biscayne Park

600 NE 114th St., Biscayne Park, FL 33161
Telephone: 305 899 8000 Facsimile: 305 891 7241

Date: March 6, 2020

ALEXI JUTO

Phone: 305-788-4817 Fax: _____

Sent via Fax
Pages: 13

Dear Sir or Madam:

We are in receipt of your request for a lien search for:

Address: 960 NE 121 STREET. BISCAYNE PARK FL
Folio No.: 17-2230-044-0050

Please be advised of the following fees currently due on the property:

1 Municipal Liens:		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Municipal Liens Total:	\$0.00
2 Special Pick ups:		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Special Pick Up Total:	\$0.00
3 Code Violations:	Case # 7-12-159	\$23,425.00
	EEN19-2248	\$25.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Code Violation Total:	\$23,450.00
4 Building Dept.:		\$0.00
		\$0.00
	Open Permits Total:	\$0.00
5 Landlord Permit:	2016-2017-2018-2019	\$200.00
	2020-	\$145.00
		\$0.00
		\$0.00
	Landlord Permit Total:	\$345.00
6 Other:	Other Total:	\$0.00

Amounts shown are calculated through the date on this form. Daily fines will continue to accrue.

GRAND TOTAL \$23,795.00

Comments: _____

Re-Occupancy Certificate required before closing. For rental properties, landlord permit
All open and expired permits listed require a final inspection in order to be closed out. For inquiries regarding building permits, please call the Building Coordinator at 305 899 8000.
All payoffs must be accompanied with copy of settlement in order to update our records for all properties sold or refinanced. All amounts are due at time of property sale or refinance. Any delinquent balance constitutes a special assessment lien on the property. Interest continues to accrue until balance is paid in full.

IMPORTANT: Lien fee is only good for thirty (30) days after this notice. Please submit a new lien search fee if any payoffs are needed after thirty (30) days of notice.

VILLAGE OF BISCAYNE PARK

960 NE 121 STREET.

Folio: # 17-2230-044-0050

Case: # 7-12-1596

1 Date Fine Began: **10/09/13** Enter full date MM/DD/YY

2 Today's Date **03/06/20** Enter full date MM/DD/YY

3 Total No. of Days: 2340

4 Daily Fine: **\$10.00**

5 Total Daily fines to date: \$23,400.00

6 Assessment: **\$25.00**

7 Administrative: **\$0.00**

Recording Fee **\$0.00**

Subtotal: \$23,425.00

Interest 18% 0.00

GRAND TOTAL \$23,425.00



VILLAGE OF BISCAYNE PARK
ORDER OF ENFORCEMENT

BEFORE THE CODE ENFORCEMENT BOARD in the Village of Biscayne Park came:

Code Enforcement Board Hearing Date: **October 8, 2013** Time: 7:00 PM
Code Violation Case # **7-12-1596** Officer: **R. White**
Property Address: **960 NE 121TH ST**
Biscayne Park, FL 33161
Property Owner or
Violator name: **Rose Demerle**
Violations: **Landlord Permit (no landlord permit on record for 2012).**
Section to Wit: **BP 16.15**

This cause came to be heard on the above noted date and time and based upon substantial competent evidence presented, the Code Board enters the following findings of fact and conclusions of law and order:

1. **FINDINGS OF FACT:** that the Violations as cited by the Code Officer in the Notice of Violation referenced above continue to exist. Citation amount to be paid \$ 25.00 as assessed.
2. **CONCLUSIONS OF LAW:** that the violator(s) named above have violated the stated provisions of the Code of the Village of Biscayne Park, Florida.
3. **THE ORDER OF THE CODE ENFORCEMENT BOARD IS AS FOLLOWS:**

Part one:

There shall be full compliance with the stated provisions of the Code by the 9th day of Oct, 2013.

On or about the aforesaid date, the Code Officer shall revisit the subject property to determine if corrective measures have been completed and shall file with the Clerk, an Affidavit of Compliance or Non-Compliance. If there has been no compliance by the aforesaid date, this Code Board has the authority to assess a fine of up to \$250.00 per day for each day the violation is in existence.

The administrative cost in the amount of \$ 35.00 for today's hearing is hereby **assessed**.

Part two:

It shall be the responsibility of the violator(s) named above to advise the Code Officer that the violation(s) has (have) been corrected. **Code Compliance Officer can be reached by calling Village Hall at 305-899-8000.**

In the event that an Affidavit of Non-Compliance is filed, a fine of \$ 10.00 per day for each day of non-compliance is hereby imposed and shall commence from the 9th day of Oct, 2013.

If a finding of a violation of this order, or a repeat violation, is made, an additional hearing shall not be necessary for the issuance for the second part of this order. A certified copy of this Order shall be recorded in the Public Records of Miami-Dade County and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. The amount of the lien, along with costs, interest and attorney's fees, shall continue to accrue until satisfied by full payment. After three (3) months from the date of filing of said lien, the Village Attorney is authorized to foreclose on said property.

DONE AND ORDERED this 8TH day of October, 2013.

By:

David Coviello, Chairman



Village of Biscayne Park

640 NE 114 Street
Biscayne Park, Florida 33161
Telephone: (305) 899-8000

CODE COMPLIANCE BOARD NOTICE OF ADMINISTRATIVE HEARING

Date: 9/25/13

Name: Rose Demerle

Address: 960 NE 121TH ST
BISCAYNE PARK, FL 33161

CASE: #7-12-1596

Landlord Permits (Did not pay for landlord permit in 2012)
Date of Citation: 7/23/2012

Has been scheduled for a hearing before the Code Compliance Board Hearing as noted herein below:

Hearing Date: October 8, 2013

Place: Ed Burke Recreation Center
11400 N.E. 9 Court
Biscayne Park, FL 33161

Time: 7:00 pm

You have the right to legal representation and a right to present witnesses and submit evidence on your own behalf.

A Hearing Date shall not be postponed or continued unless the Hearing Board receives a request for continuance showing good cause for such continuance, in writing at least ten (10) calendar days prior to the date set for the hearing.

Your failure to attend the hearing on the date above shall constitute a waiver of your right to a hearing. Such a waiver shall constitute an admission of the violation and may result in additional penalties without the need for issuance of an additional Civil Violation notice.

If you are found guilty of the Civil Violation charged, a payment for both an administrative fee and the fine assessed is to be made to the Clerk in attendance unless otherwise ordered by the Code Enforcement Board.

Americans with Disabilities Act of 1990: Persons needing special accommodations to participate in this proceeding may contact the Clerk of Court ADA Coordinator, no later than seven (7) days prior to the proceedings at (305) 375-2733 (voice), TDD Users, please phone via the Florida Relay Service at 1 800 955-8771.

Note: Bring this notice with you to the hearing.



Citation

Village of Biscayne Park Code Enforcement
640 Northeast 114th Street
Biscayne Park, Florida 33161
Telephone: (305) 899-8000 ext. 211
Fax: (305) 891-7241

Case Number: **CASE-7-12-1596**



Violation Notice Issued: 04/18/2012

Inspector Name: Lazaro Remond

Department: Code Enforcement

VIOLATOR: MERLE, ROSE

Mailing Address

Phone

**960 NE 121 Street
BISCAYNE PARK, FL 33161-**

Location Address

Parcel Tax ID Number

**960 NE 121 Street
BISCAYNE PARK, FL 33161-**

17-2230-044-0050

Violation(s):

Violations	Compliance Deadline	Violation Date	Code Number
Application for permit; issuance of permit	05/18/2012	04/18/2012	Sec. 16.15.1
Every owner of a dwelling is required to get an annual landlord permit for each dwelling unit from the village manager or designee prior to leasing, subleasing, renting or allowing the occupancy of such unit to another natural person or other natural persons, unrelated to the owner, whether or not for consideration, except as provided in subsection 16.15.2. In the case of multiple owners of any such dwelling unit, it shall be sufficient for any one of the owners to have obtained a permit on the unit. The application shall be in writing and on a form provided by the village. Such annual permit shall be valid from January 1 through December 31 of each year and shall be issued and not revoked if:			

Description: No landlord permit or payment on record.

YOU SHALL:

1. PAY THE CIVIL PENALTY OF \$ 25.00 ON OR BEFORE 8/13/2012
DATE

AND CORRECT THE ABOVE VIOLATION ON OR BEFORE 08/28/2012 OR:
DATE

2. YOU MAY REQUEST AN ADMINISTRATIVE HEARING BEFORE A HEARING OFFICER TO APPEAL THE DECISION OF THE CODE INSPECTOR OFFICER ON OR BEFORE **August 13, 2012**.

PAYMENTS AND REQUESTS FOR HEARING SHOULD BE DIRECTED TO:

VILLAGE CLERK
VILLAGE OF BISCAYNE PARK
640 N.E. 114 STREET
BISCAYNE PARK, FL 33161
(305) 899-8000

HEARING WILL BE SET FOR A DATE TO BE DETERMINED BY THE DATE OF THE CIVIL VIOLATION NOTICE. YOU WILL BE NOTIFIED AT THE MAILING ADDRESS SHOWN ON THIS NOTICE. NO ADDITIONAL CIVIL PENALTY WILL ACCRUE IF A REQUEST FOR HEARING IS RECEIVED WITHIN 20 CALENDAR DAYS, AS PROVIDED FOR IN SECTION 2-105 CODE OF ORDINANCES.

ADDITIONAL PENALTIES MAY ACCRUE EACH AND EVERY CALANDAR DAY.

YOU MAY APPEAR WITH OR WITHOUT COUNSEL AND PRODUCE WITNESSES ON YOU BEHALF.

YOU MAY BE LIABLE FOR REASONABLE COSTS OF THE ADMINISTRATIVE HEARING UPON A FINDING OF GUILTY.

LIENS IN THE AMOUNT OF UNPAID PENALTIES CAN BE FILED AGAINST YOUR REAL OR PERSONAL PROPERTY AND MAY BE FORECLOSED.

FAILURE TO PAY CIVIL PENALTY AND CORRECT VIOLATION OR FILE A REQUEST FOR ADMINISTRATIVE HEARING BY DATES SHOW SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO HEARING AND SUCH WAIVER SHALL CONSTITUTE AN ADMISSION OF VIOLATION. EACH DAY OF CONTINUED VIOLATION AFTER THE TIME PERIOD FOR CORRECTION SHALL BE DEEMED A CONTINUING VIOLATION SUBJECT TO ADDITIONAL PENALTY IN THE SAME AMOUNT WITHOUT THE NEED FOR ISSUANCE OF ADDITIONAL CIVIL VIOLATION NOTICE.

I ACKNOWLEDGE RECEIPT OF THIS CIVIL VIOLATION NOTICE. I UNDERSTAND THAT ACCEPTANCE OF THIS VIOLATION IS NOT AN ADMISSION OF GUILT.

VIOLATOR

DATE

CODE INSPECTOR SIGNATURE

DATE

- SERVICE
- PERSONAL
- MAIL
- POSTING



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

ADMINISTRATIVE CITATION

DATE ISSUED: 5/25/2019

Citation No.: EEN19-2248 | EEN19-2249

Owner/Violator Name: Property Owner

Owner/Violator Address: 960 NE 121 Street
Biscayne Park, FL 33161

On 5/25/2019 at 9:22 AM PM, I, the undersigned Code Compliance Officer of the Village of Biscayne Park did witness at, 960 NE 121 Street, Biscayne Park, Florida:

- Parking on an unapproved surface, in violation of 5.6.1 of the Land Development Code
- Garbage cans/trash receptacles not screened from view, in violation of 6.3.2 of the Land Development Code
- Trash and recycling materials placed at the property line and/or not removed under the requirements of Section 6.3.3 of the Land Development Code
- Trees and garden refuse placed at the property line and/or not removed under the requirements of Section 6.3.4 of the Land Development Code
- Overgrown grass, in violation of 8.4.1 of the Land Development Code
- Offensive noise, in violation of 10-1 of the Code
- Excessive barking or howling of dogs, in violation of 3-21 of the Code
- Open feeding that causes a gathering of more than four (4) dogs or four (4) cats or combination, in violation of 3-4 of the Code

To correct the above violation, you must: _____

FAILURE TO PAY CIVIL PENALTY OR FILE A REQUEST FOR AN ADMINISTRATIVE HEARING BY DATES SHOWN SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO HEARING AND SUCH WAIVER SHALL CONSTITUTE AN ADMISSION OF VIOLATION. YOU MAY BE ISSUED SUBSEQUENT CITATIONS IF VIOLATION CONTINUES. THE CODE COMPLIANCE BOARD MAY ENTER A FINAL ORDER AND/OR JUDGMENT AGAINST YOU FOR UP TO \$500. A FINE OF \$ _____ AND AN ADMINISTRATIVE COST OF \$ _____ SHALL BE ASSESSED IF YOU DO NOT PREVAIL.

You Shall:

- Pay the civil penalty of \$ 25.00 on or before: 6/2/2019 OR;
- You may request an administrative hearing before the Code Compliance Board to appeal the decision of the Code Compliance Officer 10 days from receipt of this citation. (By 6/13/2019.)

I request an administrative hearing

Should you request a hearing, the hearing will be held on: ___ / ___ / 20___ at 7:00 P.M., Village Commission Chambers (Log Cabin), 640 NE 114th Street, Biscayne Park, Florida.

I acknowledge receipt of this civil violation notice. I understand that acceptance of this violation notice is not an admission of guilt.

Violator (Signature) _____

Printed _____

Date _____

Signature of Code Compliance Officer _____

Printed Ashli Henderson

(305) 899 8000
Phone Number

5/25/19
Date



Date Produced: 07/30/2012

CERTIFIED MAIL ENVELOPES INC

The following is the delivery information for Certified Mail™/RRE item number 9414 8102 0079 3336 4004 71. Our records indicate that this item was delivered on 07/27/2012 at 12:36 p.m. in MIAMI, FL, 33161. The scanned image of the recipient information is provided below.

Signature of Recipient:

Signature of Recipient: [Handwritten signature] Rose Demare

Address of Recipient:

Address of Recipient: 960 NE 121 St

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305-899-8000 Facsimile: 305 891 7241

www.biscayneparkfl.gov

LANDLORD PERMIT APPLICATION 2020

Folio No: 17-22230-044-0050 Property Address: 960 NE 121TH ST of Units: 1

PLEASE COMPLETE ITEMS 1-6 LISTED BELOW

1. Is the mailing address listed correct? YES NO (If no, please provide correct address above.)
2. Telephone Number: (000 -) 000- 0000 HOME WORK MOBILE
3. E-Mail Address: _____

LANDLORD PERMIT AMOUNT DUE: \$50 PERMIT FEE PER UNIT THAT IS RENTED/LEASED AND \$95 INSPECTION FEE PER UNIT THAT IS RENTED/LEASED

4. No. of units rented/leased at the property: 1 \$50.00 = \$ 50.00 (A)
No. of units rented/leased at the property: 1 \$95.00 = \$ 95.00 (B)

5. TOTAL AMOUNT DUE: **\$ 145.00** (Total of A+B) Not Renting

6. Best DAY/TIME to schedule an inspection (please check all that apply).
 Monday Tuesday Wednesday Thursday Friday Saturday
 Morning (9:00am – 11:00am) Early Afternoon (12:00pm – 2:00pm) Late Afternoon (3:00pm – 5:00pm)

PLEASE NOTE THAT YOU WILL BE CONTACTED PRIOR TO THE INSPECTION TO CONFIRM THE DATE/TIME OF THE INSPECTION.

Please make your check/money order for the **TOTAL AMOUNT DUE** payable to the Village of Biscayne Park, and submit along with this **completed application** either by MAIL or IN PERSON. The address for Village Hall is 600 NE 114th Street, Biscayne Park, FL, 33161

TO BE COMPLETED ONLY BY VILLAGE OF BISCAYNE PARK

DATE RECEIVED: _____ AMOUNT: \$ _____

DATE OF INSPECTION: _____ TIME: _____ CONFIRMED BY: _____



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305-899-8000 Facsimile: 305 891 7241

www.biscayneparkfl.gov

LANDLORD PERMIT APPLICATION 2019

Folio No: 17-22230-044-0050 Property Address: 960 NE 121TH ST of Units: 1

PLEASE COMPLETE ITEMS 1-6 LISTED BELOW

1. Is the mailing address listed correct? YES NO (If no, please provide correct address above.)
2. Telephone Number: (000 -) 000- 0000 HOME WORK MOBILE
3. E-Mail Address: _____

LANDLORD PERMIT AMOUNT DUE: \$50 PERMIT FEE PER UNIT THAT IS RENTED/LEASED AND \$95 INSPECTION FEE PER UNIT THAT IS RENTED/LEASED

4. No. of units rented/leased at the property: 1 \$50.00 = \$ 50.00 (A)
No. of units rented/leased at the property: 0 \$95.00 = \$ 0.00 (B)

5. TOTAL AMOUNT DUE: **\$ 50.00** (Total of A+B) Not Renting

6. Best DAY/TIME to schedule an inspection (please check all that apply).
 Monday Tuesday Wednesday Thursday Friday Saturday
 Morning (9:00am – 11:00am) Early Afternoon (12:00pm – 2:00pm) Late Afternoon (3:00pm – 5:00pm)

PLEASE NOTE THAT YOU WILL BE CONTACTED PRIOR TO THE INSPECTION TO CONFIRM THE DATE/TIME OF THE INSPECTION.

Please make your check/money order for the **TOTAL AMOUNT DUE** payable to the Village of Biscayne Park, and submit along with this **completed application** either by MAIL or IN PERSON. The address for Village Hall is 600 NE 114th Street, Biscayne Park, FL, 33161

TO BE COMPLETED ONLY BY VILLAGE OF BISCAYNE PARK

DATE RECEIVED: _____ AMOUNT: \$ _____

DATE OF INSPECTION: _____ TIME: _____ CONFIRMED BY: _____



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305-899-8000 Facsimile: 305 891 7241

www.biscayneparkfl.gov

LANDLORD PERMIT APPLICATION 2018

Folio No: 17-22230-044-0050 Property Address: 960 NE 121TH ST of Units: 1

PLEASE COMPLETE ITEMS 1-6 LISTED BELOW

1. Is the mailing address listed correct? YES NO (If no, please provide correct address above.)
2. Telephone Number: (000 -) 000- 0000 HOME WORK MOBILE
3. E-Mail Address: _____

LANDLORD PERMIT AMOUNT DUE: \$50 PERMIT FEE PER UNIT THAT IS RENTED/LEASED AND \$95 INSPECTION FEE PER UNIT THAT IS RENTED/LEASED

4. No. of units rented/leased at the property: 1 \$50.00 = \$ 50.00 (A)
No. of units rented/leased at the property: 0 \$95.00 = \$ 0.00 (B)

5. TOTAL AMOUNT DUE: **\$ 50.00** (Total of A+B) Not Renting

6. Best DAY/TIME to schedule an inspection (please check all that apply).
 Monday Tuesday Wednesday Thursday Friday Saturday
 Morning (9:00am – 11:00am) Early Afternoon (12:00pm – 2:00pm) Late Afternoon (3:00pm – 5:00pm)

PLEASE NOTE THAT YOU WILL BE CONTACTED PRIOR TO THE INSPECTION TO CONFIRM THE DATE/TIME OF THE INSPECTION.

Please make your check/money order for the **TOTAL AMOUNT DUE** payable to the Village of Biscayne Park, and submit along with this **completed application** either by MAIL or IN PERSON. The address for Village Hall is 600 NE 114th Street, Biscayne Park, FL, 33161

TO BE COMPLETED ONLY BY VILLAGE OF BISCAYNE PARK

DATE RECEIVED: _____ AMOUNT: \$ _____

DATE OF INSPECTION: _____ TIME: _____ CONFIRMED BY: _____



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305-899-8000 Facsimile: 305 891 7241

www.biscayneparkfl.gov

LANDLORD PERMIT APPLICATION 2017

Folio No: 17-22230-044-0050 Property Address: 960 NE 121TH ST of Units: 1

PLEASE COMPLETE ITEMS 1-6 LISTED BELOW

1. Is the mailing address listed correct? YES NO (If no, please provide correct address above.)
2. Telephone Number: (000 -) 000- 0000 HOME WORK MOBILE
3. E-Mail Address: _____

LANDLORD PERMIT AMOUNT DUE: \$50 PERMIT FEE PER UNIT THAT IS RENTED/LEASED AND \$95 INSPECTION FEE PER UNIT THAT IS RENTED/LEASED

4. No. of units rented/leased at the property: 1 \$50.00 = \$ 50.00 (A)
No. of units rented/leased at the property: 0 \$95.00 = \$ 0.00 (B)

5. TOTAL AMOUNT DUE: **\$ 50.00** (Total of A+B) Not Renting

6. Best DAY/TIME to schedule an inspection (please check all that apply).
 Monday Tuesday Wednesday Thursday Friday Saturday
 Morning (9:00am – 11:00am) Early Afternoon (12:00pm – 2:00pm) Late Afternoon (3:00pm – 5:00pm)

PLEASE NOTE THAT YOU WILL BE CONTACTED PRIOR TO THE INSPECTION TO CONFIRM THE DATE/TIME OF THE INSPECTION.

Please make your check/money order for the **TOTAL AMOUNT DUE** payable to the Village of Biscayne Park, and submit along with this **completed application** either by MAIL or IN PERSON. The address for Village Hall is 600 NE 114th Street, Biscayne Park, FL, 33161

TO BE COMPLETED ONLY BY VILLAGE OF BISCAYNE PARK

DATE RECEIVED: _____ AMOUNT: \$ _____

DATE OF INSPECTION: _____ TIME: _____ CONFIRMED BY: _____



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305-899-8000 Facsimile: 305 891 7241

www.biscayneparkfl.gov

LANDLORD PERMIT APPLICATION 2016

Folio No: 17-22230-044-0050 Property Address: 960 NE 121TH ST of Units: 1

PLEASE COMPLETE ITEMS 1-6 LISTED BELOW

1. Is the mailing address listed correct? YES NO (If no, please provide correct address above.)
2. Telephone Number: (000 -) 000- 0000 HOME WORK MOBILE
3. E-Mail Address: _____

LANDLORD PERMIT AMOUNT DUE: \$50 PERMIT FEE PER UNIT THAT IS RENTED/LEASED AND \$95 INSPECTION FEE PER UNIT THAT IS RENTED/LEASED

4. No. of units rented/leased at the property: 1 \$50.00 = \$ 50.00 (A)
No. of units rented/leased at the property: 0 \$95.00 = \$ 0.00 (B)

5. TOTAL AMOUNT DUE: **\$ 50.00** (Total of A+B) Not Renting

6. Best DAY/TIME to schedule an inspection (please check all that apply).
 Monday Tuesday Wednesday Thursday Friday Saturday
 Morning (9:00am – 11:00am) Early Afternoon (12:00pm – 2:00pm) Late Afternoon (3:00pm – 5:00pm)

PLEASE NOTE THAT YOU WILL BE CONTACTED PRIOR TO THE INSPECTION TO CONFIRM THE DATE/TIME OF THE INSPECTION.

Please make your check/money order for the **TOTAL AMOUNT DUE** payable to the Village of Biscayne Park, and submit along with this **completed application** either by MAIL or IN PERSON. The address for Village Hall is 600 NE 114th Street, Biscayne Park, FL, 33161

TO BE COMPLETED ONLY BY VILLAGE OF BISCAYNE PARK

DATE RECEIVED: _____ AMOUNT: \$ _____

DATE OF INSPECTION: _____ TIME: _____ CONFIRMED BY: _____



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.h

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 18, 2020

TITLE: Waste Pro Continuation of Services and Extension of Contract

Recommendation

Staff recommends to extend the Agreement with Waste Pro for Solid Waste collection as described at letter dated 03/02/2020 with increase of \$ 2.00 (two dollars) per unit thru September 30, 2020.

Background

That in June 02, 2014 the Village of Biscayne Park entered into an Agreement with Waste Pro of Florida, Inc. for Solid Waste and Recycling Collection Services.

Article II of the Agreement allow the contract to be extended two (2) additional five (5) year terms.

- The Village received a letter of Continuation of Services dated 09/30/2019 extending the services for ninety (90) calendar days thru December 30, 2019.
- The Village received a letter of Continuation of Services dated 02/04/2020 extending the services thru April 30, 2020, again with the same rate.
- The Village received a letter of Continuation of Services dated 03/02/2020 to extend the services thru September 30, 2020, with a **rate increase of \$2.00 per unit effective May 1st, 2020.**

Resource Impact

Applying the rate increase of \$ 2.00 per unit results of the following finance impact:

- Current rate = \$ 27.7 per unit / per month / per 1,298 units at the Village of Biscayne Park = totaling \$ 35,954.60
- Increased rate = \$ 29.70 per unit / per month / per 1,298 units at the Village of Biscayne Park = totaling \$ 38,550.60
- Difference of cost = \$ 2,596.00 per month / total of 1,298 units per five (5) months until September 30, 2020 = totaling \$ 12,980.00 of finance impact thru September 30, 2020.
- The differential payment will be allocated from Solid Waste Fund.
- Any deficiency will be balanced on the FY 2021 Solid Waste Assessment Budget.

**AGREEMENT
BETWEEN
VILLAGE OF BISCAYNE PARK, FLORIDA
AND
WASTE PRO OF FLORIDA, INC.
FOR
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

This Agreement made and entered into this 2 day of June, 2014, by and between the VILLAGE OF BISCAYNE PARK, FLORIDA, a municipal corporation of the State of Florida (hereinafter "Village") and Waste Pro of Florida, Inc. (hereinafter "Contractor").

WHEREAS, Village issued competitive RFP No. 2014-01 (hereinafter the "RFP") for Solid Waste and Recycling Collection Services; and

WHEREAS, Contractor was awarded RFP by a selection committee as directed by the Village Commission; and

WHEREAS, pursuant to Section 4.03 of the Village Charter, on May 21, 2014 the Village Commission adopted Ordinance Number 2014-03 which authorized execution of this Franchise Agreement by both parties on terms substantially similar to those stated in the RFP;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including Addenda #1 through #4, and the proposal submitted by the Contractor, (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety as Exhibit "A". Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II
TERM**

The term of this Agreement/Franchise for Solid Waste and Recycling Collection Services (the "Term") shall be for five (5) consecutive years, commencing on October 1, 2014 at 12:00 AM through October 1, 2019 at 11:59 PM. The term may be extended for up to two (2) additional five (5) year terms, subject to the execution of a written amendment to this Agreement signed by both parties unless the Contractor gives written notice to the Village Manager that the Contractor is not willing to renew this Agreement and such notice is delivered at least three hundred sixty (360) calendar days before the end of the then current term of the Agreement. With regard to the initial term and each renewal term (if any), the Village shall give written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the then current term if the Village wishes to renew this Agreement.

ARTICLE III
FRANCHISE

For a period of five (5) years commencing on _____, 2014 (the "Effective Date"), and for any renewal terms, the Village hereby grants Contractor the exclusive franchise and the sole obligation to operate and maintain a comprehensive garbage, trash and other refuse collection including roll-off and removal system and service as well as recycling collection systems for residential customers in and for the Village as specified in RFP NO. 2014-01, which is attached hereto as Exhibit "A", and incorporated herein. Contractor is authorized by Village to enter in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the Village for the purposes of collecting the garbage, trash, recyclables, and other refuse of the residents, inhabitants, businesses and other entities existing within the municipal corporate limits of the Village, Miami-Dade County, Florida, or as directed in conformance with the Charter and Ordinances of the Village and other applicable law. Further, Contractor may enter certain private property for the purpose of collection as described above provided the waiver of liability form is properly completed by the property owner.

ARTICLE IV
DUTIES OF CONTRACTOR

The Village shall provide all recycling receptacles to be used by serviced residential units. The Contractor shall maintain all recycling receptacles to be used by serviced residential units. The Contractor will replace up to 10% of missing receptacles Village-wide in any given year.

All services provided shall be consistent with "Exhibit C" Scope of Services, attached hereto and incorporated herein. All collection shall be consistent with all Village Ordinances, as amended from time to time.

The Contractor shall provide the Village with \$5,000.00 in payment and in-kind services for special events and community outreach each year of this Term.

Contractor will strive to implement Compressed Natural Gas (CNG) recycling collection vehicles in the Village by October 1, 2017.

ARTICLE V
OFF-STREET RESIDENTIAL COLLECTION SERVICE

Contractor shall provide off-street collection of Residential Solid Waste from residential service units if a request for off-street service has been made to and approved by Village in the manner required by Village, including a waiver of liability form filled out by the property owner. Village shall notify Contractor in writing of any residents requiring off-street service. No additional monies shall be due to the Contractor for the provision of off-street service. The point of collection for off-street service shall be the back or side yard or such other location as is mutually agreeable to the Contractor and the resident. In the event the appropriate location cannot be agreed upon, the Village shall mediate the dispute and designate the location for collection. Contractor shall provide off-street service on the same scheduled collection day that residential curbside service would otherwise be provided to the residential service unit.

ARTICLE VI
PROPER COLLECTION PROCEDURES FOR CONTRACTOR

When providing collection services, Contractor shall thoroughly empty the customer's collection containers and return them in an upright position to the location where they were placed by the customer.

After the Contractor empties a collection container that has a lid, the Contractor shall place the lid back on top of the collection container and close it securely.

Contractor shall handle collection containers carefully and in a manner to prevent damage. Garbage cans, garbage carts, recycling containers and their lids shall not be tossed or thrown by the Contractor. Should the recyclable materials exceed the amount of space provided for by the recyclable container utilized by the resident, the Contractor shall make every effort to also collect the "excess" recyclable material during the scheduled pick-up.

The Contractor shall provide collection service with as little noise and disturbance as possible.

ARTICLE VII PROCEDURES FOR MISSED COLLECTIONS

If the Village Manager or a customer notifies the Contractor about a missed collection, the Contractor shall promptly return to the customer's premises and collect all of the residential waste, or recyclable material (as the case may be) that has been set out for collection. If the Contractor is notified before noon, the collection shall be completed before the end of that day. If the Contractor is notified after noon, the collection shall be completed before noon on the next business day, or 24 hours, whichever is earlier.

ARTICLE VIII SPILLAGE AND LITTER BY CONTRACTOR

Contractor shall not cause or allow any solid waste, liquid, or other material to be spilled, released or otherwise dispersed in the Village as a result of the Contractor's activities.

Contractor shall immediately pick up any spillage or litter from collection containers that is caused by the Contractor.

When hauling or transporting any material over public roads in the Village, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing or escaping from the vehicle. If solid waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately pick up such material.

Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Village Code. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.

The Contractor shall immediately clean up any oil, hydraulic fluid or other liquid that leaks or spills from Contractor's vehicles and the Contractor shall repair any associated damage.

If the Village Manager or a customer notifies the Contractor before noon that the Contractor has caused litter, or caused a leak or spill of solid waste, oil, hydraulic fluid or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of the day. If the Village Manager or a customer notifies the Contractor after noon, the Contractor shall clean up the liquid or materials before noon on the next business day, or 24 hours, whichever is earlier.

ARTICLE IX
COLLECTION OF SOLID WASTE AFTER A DISASTER

Following a hurricane, tornado, or other natural or human event that is declared a federal disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the solid waste that is set out by customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide collection services on a routine basis, as determined by the Village Manager. The Contractor shall use its best efforts to resume its collection services on the scheduled collection days as soon as possible after the disaster.

This Agreement does not give the Contractor the right to collect disaster debris within the public rights-of-way. The Village will enter into a separate contract with the Contractor if the Village wishes to utilize the Contractor's services for the collection of disaster debris. Nothing herein shall require the Village to utilize the services of Contractor, or prevent the Village from hiring another person to collect disaster debris. Among other things, the Village may utilize a disaster debris contract in accordance with the Village's emergency management plan or the Village may utilize the Village personnel and equipment for the collection of disaster debris. The Contractor shall comply with the provisions of the Contractor's response to RFP 2014-01 relating to collection of solid waste after a disaster, the "Disaster Preparedness Plan Summary For the Village of Biscayne Park", section 3.12.

ARTICLE X
FRANCHISE FEE

Contractor agrees to pay eleven percent (11%) Franchise Fee to the Village in return for the use of the streets, alleys, bridges, easements and other public places of Village as reflected in the Rate Structure attached hereto as Exhibit "B", for Solid Waste, Recyclable Materials, and other refuse collection and removal accounts inclusive of single-family, multi-family and nonresidential accounts served within the Village's municipal corporate limits. The aforesaid payment shall be made to Village by:

(a) Village deducting the Franchise Fee from the amounts collected by Village from the accounts served by the Contractor, as provided herein, or

(b) Collection and payment of the Franchise Fee by Contractor where Contractor performs the billing and collection of payment, as provided by the direction of the Village under the terms and conditions of this Agreement.

The Village shall remit payment to the Contractor the sum of money equal to the Village's gross billing to resident per unit for solid waste collection services on a monthly basis, due on or before the 15th day of the following month.

ARTICLE XI
RATE ADJUSTMENT

Annual Service Fee Adjustment. The service fee shall be adjusted on October 1, 2016 and each subsequent year during the term of this Agreement (including any renewal of this Agreement). The service fee shall be adjusted based on a combined index consisting of ninety percent (90%) of the percentage change in the previous year's Consumer Price Index (CPI) plus ten percent (10%) of the percentage change in the previous year's Fuel Index, as described below. The total rate increase in a given year shall be capped at five percent (5%).

Any rate adjustment requested by the Contractor must be fully documented and received by the Village Manager by April 15th of every year.

Current Service Fee x (90% x CPI change + 10% Fuel Index change) = Change in subsequent year's Service Fee.

The CPI change shall be the percentage change in the average CPI for All Urban Consumers (not seasonally adjusted, south urban, all items) published by the United States Department of Labor Bureau of Labor Statistics, for the twelve (12) month period ending the most recent June 30, as compared to the twelve (12) month average of the preceding year ending June 30.

The Fuel Index change shall be the percentage change in the average fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic PADD 1C (No. 2 Diesel Low Sulfur Commercial Prices by All Sellers) for the twelve (12) month period ending the most recent June 30, as compared to the twelve (12) month average of the preceding year ending June 30.

Example:

Assumptions: CPI change= 2.95% - Fuel Index change = 11.4%

Combined Index= (90% x CPI change + (10% Fuel Index change) = 3.78%

Adjustment by Petition. The Contractor may petition the Village to adjust the rates listed based upon unusual and unanticipated increases in the cost of conducting business, including, but not limited to, changes in laws or regulations. Any such petition shall be supported by documentation establishing the increase in operating costs and the reasons therefor. The Village may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered insufficient. In the event the Village does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Village, the Agreement may be cancelled by the Village upon thirty (30) days' written notice to the Contractor. If requested by the Village, the Contractor shall continue to provide collection services for up to one hundred eighty (180) days at the previous adjusted rate.

In the event a municipality within Miami-Dade County or Broward County negotiates a more favorable rate than the Village after the execution of this Agreement or for the provisions of the same or substantially the same services (residential only) provided in this Agreement with the Contractor of this Agreement, the Contractor shall be required to, upon execution of the agreement with the neighboring municipality, reduce the rates charged to the Village to be equal to or lower than the rates charged the neighboring municipality. Neighboring municipality shall mean all municipalities located within Miami-Dade County.

ARTICLE XII DISPOSAL OBLIGATION AND PAYMENT

Contractor and Village acknowledge the contractual obligation between the Village and Miami-Dade County, Florida for the disposal of solid waste. All solid waste collected for the Village by the Contractor shall be delivered to a Miami-Dade County Solid Waste System facility.

Contractor agrees to accept Recyclable Waste for disposal from the Village and Village agrees to deliver such Acceptable Waste. Recyclable Waste shall be defined as Recyclable Material, Recovered Materials collected by residents within the Village of Biscayne Park, Florida. For greater certainty, Village

acknowledges that Recyclable Waste shall not contain any infectious waste or Hazardous Waste; "Hazardous Waste" means waste listed, characterized or designated as hazardous by the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 USC 6901 et seq., as amended from time to time and its implementing regulations, and by analogous Florida statute, regulations, orders or rules and includes any substance which is deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make such determination; "Recyclable Material" shall have the meaning assigned to such term under Chapter 62-701.200 (104) F.A.C., as the same may be amended from time to time during the term hereof; "Recovered Materials" shall have the meaning assigned to such term under Chapter 62-701.200 (102) F.A.C., as the same may be amended from time to time during the term hereof with minimum contamination; and "Designated Disposal Facility" means the Contractor's designated approved Recycling Facility.

The service fee shall be inclusive of the cost of disposal not to exceed 2,700 tons. Any amount above 2,700 tons shall be paid by the Village at Contractor's direct cost.

The Village maintains the right to audit the cost of disposal on an annual basis.

In the event of a change in law for disposal obligation or a significant change in the Village's Recycling program that has the potential to materially affect the cost of disposal as set forth in Exhibit "D", attached hereto and incorporated herein, the Village and the Contractor agree that a generation study will be performed at the request of the Village with the cooperation of the Contractor. The Contractor will fund the study. The Village reserves the sole right to select the Consultant to perform the study. The Contractor and Village shall work together to develop a methodology that will be used to perform the waste generation study, including the selection of representative routes, and the scope, timing and duration of the study. However, the Village shall have the sole right to approve or revise the methodology for the waste generation study. The generation study will be designed to establish an alternate monthly cost of disposal. The Contractor shall cooperate fully with the Village related to the performance and completion of the study.

If the waste generation study results in an annual disposal avoidance factor that is lower than the initial generation rate due to the services provided by Contractor, the Contractor shall receive thirty five percent (35%) of any excess disposal fees and shall reimburse the Village sixty five percent (65%) of the annual disposal avoidance rebate to the Village due and payable within thirty (30) days of each contractual year. The Village may audit participation on an annual basis and reserves the right to increase this minimum based on increased recycling participation.

The Contractor shall share all recycling rebates derived from the sale of recyclables with the Village. The rebate share shall be twenty percent (20%) Contractor/eighty percent (80%) Village.

ARTICLE XIII WORKFORCE

The direction and supervision of solid waste and recycling collection and disposal shall be by competent, qualified, sober and drug-free personnel. The Contractor shall devote sufficient personnel, time and attention to the direction of operation to assure performance satisfactory to the Village. Any employee of the Contractor who does not conduct himself in a proper fashion, or is incompetent or negligent in the due and proper performance of his duty, or is disorderly, dishonest, intoxicated, obscene or grossly discourteous shall be discharged from duty in the Village upon receipt by the Contractor of a written request from the Village Manager that such action be taken. The Village shall specify reasons for the request.

The Contractor shall comply with all applicable state and federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

The Contractor agrees to pay all of its employees on duty in the Village no less than the Miami-Dade Living Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time.

No person convicted of a crime(s) and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within the last two (2) years shall be employed by the Contractor for duty in the Village.

Contractor agrees to hire and retain for the term of this Agreement, subject to the Contractor's job performance standards, a minimum of six (6) of the Village's current sanitation department employees. Such employment shall be on a full time basis provided the employee accepts the employment offer (consisting of at least thirty five (35) hours per week of employment and eligibility for all benefits generally available for full-time employees of the Contractor) and at a wage at least equal to Contractor's employees in a similar position.

Contractor shall maintain and update the Village with a list of all Contractor employees servicing the Village.

ARTICLE XIV PHONE SERVICE

The Village may, at its discretion, forward a dedicated phone line for customer service purposes to the following number which shall be managed by Contractor: 305-651-7011.

ARTICLE XV LIQUIDATED DAMAGES

In the event Contractor is in violation of any provision of this Agreement, the Village shall levy liquidated damages as outlined below:

- 1st event – written warning, with twenty four (24) hours to cure;
- 2nd event - \$500 per day;
- 3rd event - \$750 per day; and
- 4th event or more - \$1000 per day.

ARTICLE XVI TERMINATION FOR CAUSE

The Village may terminate this Agreement if the Contractor materially breaches this Agreement and does not cure said material breach within seven (7) days of receipt of written notice from the Village. If the breach cannot be reasonably cured within the applicable cure period, the Village may extend the time limit provided that the Contractor promptly undertakes and continues efforts to cure said material breach within a reasonable time. If the material breach is not cured, the Village may terminate this Agreement by providing written notice. Such termination will be effective on the date given in the notice.

ARTICLE XVII
CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF AGREEMENT

Continuation of Contractor's Service. If the Village does not exercise its right to renew this Agreement or if there are no renewal options remaining, the Village will attempt to award a new agreement at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded within such time frame, the Contractor shall provide collection services to the Village for an additional ninety (90) calendar days after the expiration of this Agreement, at the then current rates, if the Village requests this service.

Sale or Lease of Contractor's Mechanical Containers. Upon request, the Contractor shall enter into good faith negotiations to allow the Village or the Village's newly selected franchise hauler to purchase, or rent for up to ninety (90) days, the mechanical containers (if any) used and owned by the Contractor in the service area. The purchase price and rental fee shall be negotiated, but shall not be greater than the fair market value.

Schedule for Termination of Contractor's Services. Prior to the termination of this Agreement, the Contractor shall work with the Village to ensure that there is no interruption or reduction of service when the Contractor ends its services to the Village. If a new franchise agreement is awarded to a franchise hauler other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the Village, to minimize any disruptions in the service provided to the public.

Village's Right to Procure New Services. At any time, the Village may issue a request for proposals, or commence negotiations with a hauler other than the Contractor, or take any other step deemed necessary by the Village to obtain the services of a hauler which will collect solid waste for the Village after this Agreement expires or is terminated.

ARTICLE XVIII
ASSIGNMENT OF AGREEMENT

No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Village Manager. The Village Manager shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Village Manager shall be null and void and shall be grounds for the Village to declare a default of this Agreement. In such cases, the Village may terminate this Agreement by giving written notice to the Contractor, and this Agreement shall be deemed terminated on the date designated in the notice. Upon such termination, all liability of the Village under this Agreement to the Contractor shall cease, except for the amounts due and owing for collection services completed at that time. Thereafter, the Village shall have the right to call the performance bond and shall be free to negotiate with any hauler for the service which is the subject of this Agreement.

In the event that the Village Manager's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.

If any assignment is approved by the Village Manager, the assignee shall fully assume all of the liabilities of the Contractor.

The requirements of this Article shall include, but not be limited to, cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations under this Agreement.

ARTICLE XIX
INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Contractor agrees to indemnify and hold harmless the Village, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Documents. Nothing in this Agreement, or under the RFP Documents, shall be construed to affect in any way the Village's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 786.28, Florida Statutes.

ARTICLE XX
VILLAGE'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

Contractor shall cooperate with the Village Manager and provide every reasonable opportunity for the Village to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Village Manager or the Contractor deem relevant under the circumstances.

The Village shall have the right to inspect, copy and audit, at the Village's expense, all of the Contractor's records concerning the Contractor's services under this Agreement. The Contractor's records shall be made available for inspection in the Village during normal business hours, within five (5) business days after the Village requests the records.

The Contractor understands, acknowledges and agrees that it shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the same service being rendered within this Agreement;

(b) Provide the public with access to public records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided for by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Village all public records in possession of Contractor upon termination of this Agreement. Further, Contractor shall 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 Village in a format that is compatible with the then current Village computer systems.

Contractor understands, acknowledges and agrees that the Village is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this Article by

enforcing the terms of this Agreement. As a result of the foregoing, any violation of this Article shall be a material breach and this Agreement may be terminated by the Village without any penalty.

Prior to termination, the Village shall give written notice to Contractor that it is in violation of this Article. Contractor shall have five (5) business days to cure a violation of this Article.

Notwithstanding any other provisions in this Agreement to the contrary, Contractor shall be liable for any and all damages, including but not limited to, consequential and incidental damages, that may arise out of breach of this Article of the Agreement.

ARTICLE XXI QUARTERLY REPORT

The Contractor shall submit a quarterly report to the Village Manager no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15, April 15, July 15, October 15). At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of residential waste (e.g., solid waste, bulk waste) delivered to each facility; (b) the total quantity of recyclable material delivered to a facility; (c) the number of missed collections; (d) a summary of each accident involving personal injuries or property damage; and (f) the total number of legitimate complaints.

Whenever the Contractor submits a quarterly report to the Village, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall: (a) verify each month that all of the residential waste collected by the Contractor has been delivered to a facility; (b) the Contractor has accurately informed each facility whether to bill the Village for each load delivered by the Contractor; and (c) the Contractor's quarterly report accurately accounts for all such deliveries.

Contractor shall comply with its "Customer Service Plan" as contained in Contractor's Response to RFP 2014-01, section 2.4.

ARTICLE XXII CONSTRUCTION OF AGREEMENT

Both parties acknowledge that they are represented by legal counsel and they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

ARTICLE XXIII ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both parties hereto.

ARTICLE XXIV
GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state courts in and for Miami-Dade County, Florida. Venue shall lie exclusively in Miami-Dade County.

ARTICLE XXV
INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

ARTICLE XXVI
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to Village, such notices shall be mailed to:

Maria C. Camara, Village Clerk
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33174

And if sent to Contractor, such notices will be mailed to:

Russell Mackie, Region Vice President
Waste Pro of Florida, Inc.
17302 Pines Boulevard
Pembroke Pines, FL 33029

ARTICLE XXVII
REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Miami-Dade County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE XXVIII
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE XXIX
MODIFICATIONS TO THE CONTRACT

The Village shall have the power to make changes in this Agreement as the result of changes in law, Village Code or both to impose new rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing collection services as shall from time-to-time be necessary and desirable for the public welfare. The Village shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing collection services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.

ARTICLE XXX
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Village and Contractor.

ARTICLE XXXI
INSURANCE

For the entire term of this agreement, and any renewal terms, Contractor shall comply with the insurance provisions delineated at Article VII, as required by RFP 2014-01, and specifically, the Certificate of Liability Insurance provided by Contractor under its response to RFP 2014-01, section 5.20.

Exhibit B - Residential Curbside Service

Residential Garbage, Trash and Recycling Collection Services

Monthly charge per dwelling unit		8/1/2014
Collection:	Rate per Month	
Garbage	\$	13.72
Trash	\$	8.25
Recycling	\$	3.00
TOTAL RATE	\$	24.97

Residential Multifamily Garbage and Trash Collection Services (over 4 units)

	Rates Per Service	
Rolled Out Commercial 95 or 101 gallon container	\$	27.96
Rolled Out Container (and return)	\$	3.50
Opening or Closing Doors/Gates	\$	3.50
Locks for Containers	\$	14.00
Unlocking Containers	\$	14.00
Supplying and retrofitting locking mechanism	\$	10.00
Adding/Exchanging Wheels on Containers	\$	14.00
Adding/Exchanging Lids on Containers	\$	25.00
Moving Container Location per Customer Request	\$	25.00
Changing out size of container more than 2x per year	\$	25.00
Additional pickups for residential containerized Customers	\$	14.34
Turnaround Compactors	\$	50.00
	Service Per Month	
Additional Quarterly Special Trash Manual / Non-Mechanical pickup	Service Per Cubic Yard \$	15.00



Exhibit C

Village of Biscayne Park
RFP No. 2014-01
Solid Waste Collection Services

Scope of Services Solid Waste Collection Operations Plan

- This operation plan provides the same service that the Village currently receives but reducing the number of days to two.
- Twice a week manual pick-up of garbage on **Tuesdays** and **Fridays** for all residences, Multiple Unit Residences, Non-Residential Use sites, and Municipal owned buildings. Residences will provide their own containers, not to exceed forty (40) gallons in capacity. Residents will place their containers out on the curb unless they are registered with the Village for “Off-street Residential Collection Service”, whereas Waste Pro will then enter their property and pick up their garbage from inside.
- Once a week manual pick-up of trash and yard waste (vegetative waste) on **Tuesdays**. This will allow residents to do their yard work over the weekend and have fewer days of trash out visible in the community. Residents place either their container(s) not to exceed forty (40) gallons or a pile, not to exceed two (2) cubic yards (3ft x 3ft x 6ft), out on the curb for pick-up.
- Once a week pick-up of recyclable materials on **Fridays**. Residents place their provided container out on the curb for pick-up unless they are registered with the Village for “Off-street Residential Collection Service” whereas Waste Pro will then enter their property and pick-up their recycling from inside.

- Special pick-up of items placed out on the wrong day; piles that exceed two (2) cubic yards; appliances (white goods) and other bulk pick-up such as mattresses and furniture shall be fined at the rates established by Village resolution.
- Hours of operation shall be limited to 7:00am – 5:30pm. This restriction does not apply to the first ninety (90) days of the contract.
- Four (4) quarterly Saturday pick-ups shall be scheduled with the Village.

EXHIBIT D

Disposal Avoidance Base Tons

To determine the amount of disposal avoidance, the base tons disposal factor is determined as the historical amount of tons as reported by the Village at the effective date of this Agreement. The Base Tons are as follows:

Annual Base Solid Waste Tons* = 2,437.76

Annual Base Recycling Tons** = 208

The Disposal Avoidance factor shall be determined by the following equation:

INITIAL PERIOD

$(\text{Annual Recycling Tons Reported} - \text{Annual Base Recycling Tons}) = \text{Annual Increased Recycling Tons}$
 $(\text{Annual Base Solid Waste Tons} - \text{Annual Solid Waste Tons Reported}) = \text{Annual tons of Solid Waste reduced}$

SUBSEQUENT PERIOD

$(\text{Annual Recycling Tons Reported} - \text{Prior Year Recycling Tons}) = \text{Annual Increased Recycling Tons}$
 $(\text{Annual Prior Year Solid Waste Tons} - \text{Annual Solid Waste Tons Reported}) = \text{Annual tons of Solid Waste reduced}$

*Base Garbage and Trash tons established by two year average of annual tons as reported in Addendum 1 of RFP 2014-01

**Base recycling tons reported by Miami Shores as 4 tons per week.



Disaster Preparedness Plan Summary For the Village of Biscayne Park

As a vendor that will provide service to your residents and business owners on a daily basis, we understand the importance of being there to provide the service that they are expecting. We all know we can not control these types of events, but Waste Pro can guarantee our ability to react after events have occurred. Our team of "Waste Professionals" is committed to communicating with the Village of Biscayne Park Staff and getting back to work as soon as possible. The following is a comprehensive storm preparedness plan illustrating a possible scenario and our commitments.

Disaster Preparedness Plan Concept

The most likely types of event to occur are a windstorm, tropical storm or hurricane. There are two (2) typical scenarios that would occur; one is a minor event with winds occurring in the range of less than a tropical storm. The other is a tropical storm or hurricane with winds occurring from tropical storm force to a class 5 hurricane. Each of these scenarios would call for a different set of actions due to the difference of the severity of each.

Experience

The management team of Waste Pro has had successful hands-on previous experience with storm debris cleanup. Our teams experience dates back over seventeen (17) years to Hurricane Andrew and forward to the hurricanes of 2004, 2005, 2006 and 2007. During 2004 Waste Pro provided hurricane cleanup, in varying degrees, to all of our major municipal accounts including Putnam County, St. Lucie County and the City of Longwood. 2005 again required hurricane cleanup in St. Lucie County where Waste Pro contracted directly with FEMA. During 2006, 2007 and 2008 other cities and counties hired storm debris contractor specialists but have used Waste Pro for additional assistance over the years.

Two (2) Types of Events

A. Winds less Than a Tropical Storm

This type of event will create an additional varying amount of yard and tree waste debris for Waste Pro to collect. This will necessitate the use of mostly additional conventional waste collection vehicles (rear loaders, front loaders, cherry pickers and roll off trucks) and possibly some larger equipment such as wheeled loaders with landscape rakes, dump trucks, flagmen and personnel with chainsaws. The additional conventional collection vehicles and personnel would be available from several reliable sources.

- Waste Pro of Florida
- Waste Pro of South Carolina
- Waste Pro of Georgia
- Wood Resource Recovery, LLC
- Trucks & Parts of Tampa (truck rental)
- Equipment Manufacturers
- Other Subcontractors

B. Tropical Storm or Hurricane

Tropical Storms and Hurricane event will create an additional varying amount of yard and tree waste debris. This will necessitate the use of additional conventional waste collection vehicles (rear loaders, front loaders, cherry pickers and roll off trucks) and possibly some larger equipment such as wheeled loaders with landscape rakes, dump trucks, flagmen and personnel with chainsaws. The additional conventional collection vehicles and personnel would be available from several reliable sources.

- Waste Pro of Florida
- Waste Pro of South Carolina
- Waste Pro of Georgia
- Wood Resource Recovery, LLC
- Trucks & Parts of Tampa (truck rental)
- Equipment Manufacturers
- Other Subcontractors

As past history has shown any solid waste and recycling contractor, including the largest national companies, selected for a contract by any city or county will need to use a specialty sub-contractor for a massive storm debris cleanup effort. The more municipal contracts a company has, the more thinly spread their existing assets are to cover such an event, when all of their cities want to be cleaned up at the same time. Waste Pro's efforts would be concentrated on the cities and counties it serves.

Plan Overview

I. Emergency Contact Information

Name	Cell Phone
Russell Mackie	772-370-3509
Elliot Chevres	954-445-9256
Mike Allen	772-216-7216
Guerlin Escar	786-486-7554

II. Pre Storm

A. Triggering Events

- Thunderstorm
- Flooding
- High Wind
- Tropical Storm or Hurricane Watch or Warning

B. Coordination with Authorities: 72/ 48/ 24/ 12 Hour

- Establish and maintain contact with City/County designated personnel.
- Review situation with manager, supervisors, and department heads.
- Note plan updates for changes, vendors, etc.

C. Facilities

- Check drainage ways
- Secure vents
- Housekeeping, stowage
- Bottled water inventory
- Septic system capacity
- Back-up information systems
- Bring in Emergency Generators
- Check on current availability of backup locations to park trucks and extra equipment

D. Personnel

- Personal safety
- Family safety and security
- Storm assignments

E. Rolling Stock

- Top off fuel
- Top off oil
- Check/change tires

- Secure cab/windows

F. Containers – Secure Inventory

- Front/Rear load - confirm empty, open lids
- Roll off – confirm empty, doors secure, use as shielding as needed

G. Inventory

- Secure fuel tank lids and hatches
- Secure oil tanks, fill ports, secure reels and hoses
- Rack and secure tires

III. Storm

A. Tropical Storm Watch or Warning

- Continue operations
- Maintain communication with City/County designated personnel
- Cease operations if local wind velocity reaches 30 mph-sustained winds or local rainfall reaches three (3) inches.
 - Advise City/County designated personnel
 - Advise storm debris specialty sub-contractor
 - Secure facilities and rolling stock
 - Shut all systems down
 - Open all electrical switches
 - Send personnel home

B. Hurricane Watch or Warning

- Continue operations
- Maintain communication with City/County designated personnel
- Cease operations if local wind velocity reaches 30 mph-sustained winds or local rainfall reaches three (3) inches.
 - Advise City/County designated personnel
 - Advise storm debris specialty sub-contractor
 - Secure facilities and rolling stock
 - Shut all systems down
 - Open all electrical switches
 - Send personnel home

IV. Post Storm

Reestablish and maintain contact with designated City/County personnel immediately after the storm passes.

- Assess magnitude of damage
 - Personnel, families
 - Company

- Community
- Advise designated City/County personnel
- Coordinate with designated City/County Personnel – begin clearing public
- Reestablish or suspend service(s)
- Garbage (Residential and/or Commercial
- Yard Trash
- Recycling
- Establish level of post storm response
- Contact storm debris specialty contractor if needed
- Initiate post storm response depending upon severity of damage.

*Law Offices of John J. Hearn, P.A.
1001 N.W. 119th Drive
Coral Springs, Florida 33071
Phone: (305) 360-2547
Facsimile: (954) 227-7321*

August 11, 2014

Russell Mackie, Regional Vice President
Waste Pro of Florida
17302 Pines Boulevard
Pembroke Pines, Florida 33029

Re: Waiver

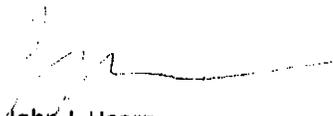
Dear Mr. Mackie:

As you are aware, I have been informed that some Biscayne Park residents are concerned with the language of the Waste Pro waiver. Further, many residents have already executed the waiver in order to allow side yard pickup. This letter will confirm that the intent of the waiver and the enforcement of the waiver shall be consistent with the following language:

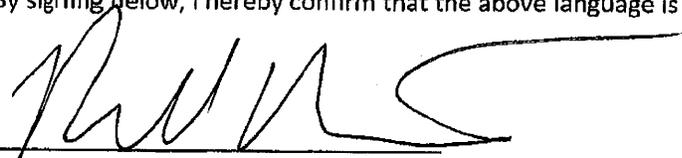
Side/back yard (by selecting this option, the property owner waives Waste Pro of Florida from any liability from employees entering the property for the sole purpose of garbage collection; however, Waste Pro of Florida acknowledges that if any damage occurs to the property (other than normal wear and tear) resulting from its employees' negligence, Waste Pro of Florida will take reasonable means to fix/reimburse for such damage.

Please confirm by signing below that this is consistent with your agreement and interpretation of this waiver.

Very truly yours,


John J. Hearn
Village Attorney

By signing below, I hereby confirm that the above language is consistent with the intent of the waiver.

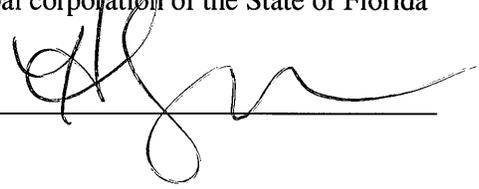

Russell Mackie, Regional Vice President
Waste Pro of Florida

(AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK, FLORIDA AND WASTE PRO OF FLORIDA, INC. FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES)

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

VILLAGE OF BISCAYNE PARK, FLORIDA,
a municipal corporation of the State of Florida

By: _____



ATTEST:

Maria C. Camara

Maria C. Camara, Village Clerk

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the Village of
Biscayne Park, Florida only.

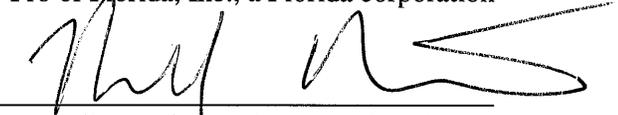


John J. Hearn, Village Attorney

WITNESSED:

Waste Pro of Florida, Inc., a Florida corporation

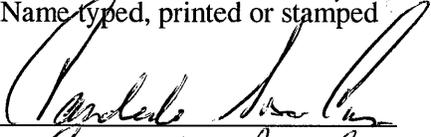
By: _____



Russell Mackie, Region Vice President

Marian LE Nguyen

Name typed, printed or stamped



Candido Lopez

Name typed, printed or stamped

Attachment(s)

- Waste Pro Agreement
- Waste Pro letters dated: 09/30/2019
02/04/2020
03/02/2020
- Waste Pro current invoice February/2020

Prepared by: Roseann Prado, Village Clerk



Date: 09/30/2019

RE: Continuation of Contractors Services

Manager Manners,

Pursuant to Article XVII of the Solid Waste and Recycling Services continuation of services, Waste Pro will continue to provide current services for an additional Ninety (90) Calendar days after the expiration date of the current agreement of 09/30/2019 to expire on 12/30/2019 and at the current rates effective 10/1/2019. During this time and to the extent that the Village of Biscayne Park is willing to accept, Waste Pro would like to negotiate an extension that is allowed under our current franchise agreement under Article II Terms a five (5) year extension and to that extent that it is possible and negotiate if possible an additional Five (5) year extension as allowed by the franchise agreement.

Thank you


Kenneth Rivera

Waste Pro of Florida, Inc.

CC: Russell Mackie Regional Vice President, Waste Pro of Florida Inc.

Shawn Erias Division Manager, Waste Pro of Florida Inc.



Continuation of Services

To: Village Manager Manners
From: Kenneth Rivera Waste Pro of Florida Inc.
Date: 02/04/2020

As a follow, up to the memorandum dated 09/30/2019 Continuation of Services, Waste Pro of Florida Inc. will extend and continue to provide service thru April 30th, 2020 at the current rate. During this time and to the extent the Village of Biscayne Park is willing to accept, Waste Pro would like to negotiate an extension that is allowed under our current franchised agreement under Article II a (5) five year extension and to that extent that it is possible and negotiate an additional five (5) year extension as allowed by the franchise agreement.

Thank you,


Kenneth Rivera
Waste Pro of Florida Inc.,



To: Village Manager Hernandez
From: Kenneth Rivera Waste Pro of Florida Inc.
Date: 03/02/2020

As a follow, up to the memorandum dated 09/30/2019 Continuation of Services, Waste Pro of Florida Inc. will extend and continue to provide service thru April 30th, 2020 at the current rate. Additionally, in our meeting held on February 21, 2020, the Village expressed a need for additional extension that would expire on September 30th, 2020 to provide the Village sometime to decide if RFP or a full contract extension would be possible. Should the City wish to extend our agreement up to such time, Waste Pro of Florida Inc. would agree to such an extension should the Village accept a Two dollar (\$2.00) per home increase to be effective May 1st, 2020. During this time and to the extent the Village of Biscayne Park is willing to accept, Waste Pro would like to negotiate an extension that is allowed under our current franchised agreement under Article II a (5) five-year extension and to that extent that it is possible and negotiate an additional five (5) year extension as allowed by the franchise agreement.

Thank you,

Kenneth Rivera

Kenneth Rivera
Waste Pro of Florida Inc.,
CC: Russell Mackie RVP Waste Pro of Florida Inc.



WastePro of Florida, Inc.

INVOICE

117 - Pembroke Pines
 17302 Pines Blvd
 Pembroke Pines, FL 33029
 Phone 954-967-4200 Fax 954-247-4489

DATE: 02/29/2020
INVOICE #: 0000878227
ACCT #: 075370

Bill To:
 Village of Biscayne Park
 640 NE 114th St
 Biscayne Park, FL 33161-6202

Site

Service Date	House Count	Rate	Description	Charge
02/01/2020 -02/29/2020	1,298	27.7	Residential Monthly Services	\$35,954.60
TOTAL				\$35,954.60

117 - Pembroke Pines
 17302 Pines Blvd
 Pembroke Pines, FL 33029

DATE: 02/29/2020
INVOICE #: 0000878227
ACCT #: 075370
Amount Due: \$35,954.60

Village of Biscayne Park

Be sure to write your account number on your check

GL Acct. Number _____

Remit To: _____

Amount \$ _____

Bill To:
 Village of Biscayne Park
 640 NE 114th St
 Biscayne Park, FL 33161-6202

Waste Pro
 17302 Pines Blvd
 Pembroke Pines, FL 33029

Dept. Head _____

Finance Dir. _____

Village Mgr. _____



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.h

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 18, 2020

TITLE: NE 6 Avenue Roadway Improvement

Recommendation

FDOT shall be presenting 60% plans within July to be brought to the Village Commission and residents for discussions on the proposed improvements.

Background

As Public Works Manager was assigned to engage in engineering/proposed design meeting with FDOT in reference to SR 915/NE 6 Avenue corridor from NE 113 St to 121 St. in those meetings it was discussed that the FDOT shall make improvements along NE 6 Avenue which includes drainage, new sidewalks, new street lighting, and cross walks, and possible mid crossings for the purpose of improving FDOT's right away and bringing it up to code.

Resource Impact

None at the present time.

Attachment(s)

None

Prepared by: David Hernandez, Interim Village Manager.

Item 5.h
March 18, 2020



MINUTES OF MEETING

Meeting Date: February 7th, 2020
Meeting Time: 11:00 AM
Meeting Place: FDOT District 6 – Conference Room A
1000 N.W. 111 Avenue
Miami, Florida 33172
Subject: **SR 915 / NE 6th Avenue**
From NE 113th Street to NE 121st Street
FM No. 443986-1-52-01
Project Description: Sidewalk Improvements
Purpose: Coordination Meeting between FDOT and Village of Biscayne Park
Prepared By: Hans Ribbeck, PE
Copies To: Attendees (via e-mail); Project File

ATTENDEES: Judy Solaun-Gonzalez, P.E. (District Consultant Project Management Engineer); David Hernandez (Village of Biscayne Park City Manager and Public Works Director); Jorge Lopez, P.E. (District Consultant Project Manager); Claudia Castro (Village of Biscayne Park Inspector/Assistant); Hans Ribbeck, P.E. (Design Project Manager); Maher Maaliki, P.E. (Lead Roadway Engineer); Chris Tillit, P.E. (Design Lighting Engineer)

A coordination meeting between FDOT, the Village of Biscayne Park and the Consultant Designer was held on February 7th, 2020 at FDOT District 6 – Conference Room A. The purpose of the meeting was to coordinate with the Village of Biscayne Park and FDOT Consultant Management some of the requests made by the Village during previous coordination meetings for this sidewalk improvement project. The following are submitted as a record of the items discussed:

All the attendees introduced their name and position.

Below is a summary of the additional comments.

- Mr. David Hernandez addressed concerns and stated he wanted midblock crosswalks. Ms. Judy Solaun-Gonzalez stated that a study was conducted in 2015. Mr. Hans Ribbeck explained that the study did not determine if midblock crosswalks are warranted without an existing sidewalk.
- Mr. David Hernandez asked Mr. Hans Ribbeck for the cost of midblock crossing. Mr. Hans Ribbeck responded it would be around \$20,000 and presented Mr. David Hernandez with the study. Ms. Judy Solaun-Gonzalez clarified that a study can be redone but might not warrant a midblock crossing without

- the sidewalk in place. Mr. Jorge Lopez clarified that the study would dictate the location of the midblock crossing. Mr. David Hernandez will let FDOT know what the Village of Biscayne Park would prefer.
- Mr. David Hernandez stated that the existing lighting is outdated; he stated that after Hurricane Irma there are lights missing and that it is unacceptable for the Village to maintain lights. He clarified that the existing lighting was decorative and pedestrian friendly and believes the cost is the same for maintenance. Therefore, he urges FDOT to consider decorative lighting without the liability nor maintenance towards the Village, and believes this is not a burden to FDOT.
 - Ms. Judy Solaun-Gonzalez stated that maintenance agreements for decorative lighting is common and done on multiple projects. Mr. David Hernandez clarified that the Village might negotiate paying the difference on decorative lighting but not the maintenance. Ms. Judy Solaun-Gonzalez will obtain the details of the maintenance agreement in which further clarification will be sent to the Village on whom maintains the lights and whom incurs the cost of the electrical bill.
 - Mr. David Hernandez stated the Village inherited the maintenance for the landscaping within the median after FDOT landscaped the median. Mr. David Hernandez stated this is a constant problem with crashes knocking down the trees in the median. He asked what can be placed in the median to prevent vehicles from entering the median and minimizing accidents. Ms. Judy Solaun-Gonzalez and Mr. Hans Ribbeck stated that curb and gutter is not an option because it will impact drainage patterns.
 - Mr. David Hernandez recommends RPM's along the median and all attendees agreed to add RPMS along the inside and outside edges.
 - Mr. David Hernandez stated that FDOT will need to conduct a presentation for the Village due to all the new appointees.
 - Mr. David Hernandez States that the sidewalk is key but the removal of hedges could cause a political issue. He urges FDOT to use the safety perspective as a reason when communicating with the public to remove the shrubs and or trees.
 - Mr. David Hernandez requests that Ribbeck Engineering, Inc. coordinate with transit. Mr. Hans Ribbeck explained that at 60% project completion, they will then submit the plans to FDOT whom then distributes the plans to the Village and transit. Mr. Hans Ribbeck then clarified that the Public Meeting will be held after the project is 60% complete.
 - Mr. David Hernandez will let FDOT know by next week if FDOT should revisit the pedestrian safety study.
 - Ms. Judy Solaun-Gonzalez will send the Village a copy of the MMOA. The Village will let FDOT know if lighting will be standard or decorative lighting.
 - Ms. Judy Solaun-Gonzalez clarified that design is at 60% and that time is of the essence.
 - Mr. Hans Ribbeck expressed concerns with the schedule as the lighting layout is essential in order to finalize the lateral offset design variation.
 - Mr. David Hernandez requested additional cost of Deco Lightings from Mr. Chris Tillit which he ASAP.
 - Mr. Hans Ribbeck stated that initial lighting cost estimates comparison between conventional and decorative lighting will be provided by the beginning of the week and asked the Village to expedite response to FDOT regarding the lighting.

If there are any questions or additional comments regarding the preceding information, please do not hesitate to contact our office. If correspondence is not received within 3 days of receipt of this document, this action will be construed as a confirmation of the information herein.

ITEM 5.i
Village Attorney Recruitment Process



The Village of Biscayne Park

600 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

**THE VILLAGE OF BISCAYNE PARK
Announces recruitment for the following position:
VILLAGE ATTORNEY**

An Equal Opportunity /Equal Access Employer

COMPENSATION: Negotiated Hourly Rate; Budgeted for \$75,000 Annually

JOB TYPE: Professional / Administrative

OPENING DATE: March 14, 2018

CLOSING DATE: April 30, 2018

Established in 1933, the Village of Biscayne Park is a community with approximately 1286 homes and 3,000 residents. The Village's unique charm has the dual benefits of its proximity to urban Miami-Dade County all the while maintaining its small-town charisma and identity. The Village staff's goal is to provide high quality services that create economic, environmental and social sustainability.

Job Requirements

The candidate for Village Attorney is appointed by and serves at the pleasure of the Commission. The Attorney shall act as the legal advisor to, and attorney and counselor for, the Village and all of its officers in matters relating to their official duties under such terms, conditions and compensation as are consistent with the Village of Biscayne Park Charter. The scope of services involves drafting and reviewing ordinances, resolutions, policies and procedures, and contracts prior to consideration by the Village Commission to ensure compliance with state, federal, and local laws. Emphasis is placed on municipal law, civil code enforcement, land use, zoning, labor relations, and legislative interpretation. Duties include coordinating with outside counsel regarding litigation on behalf of the Village, researching/preparing oral and written legal opinions for Village Commission, Village Manager, Department Heads, staff, committees, and boards, and preparing legal documents.

The candidate shall demonstrate knowledge of labor relations, civil litigation, collective bargaining and municipal, state, federal and constitutional law affecting municipal government. The applicant must be skillful in managing situations requiring diplomacy, fairness, firmness and sound judgement, and understanding/applying Village policies and procedures. The Village Attorney is required to attend all Village Commission meetings.



The Village of Biscayne Park

600 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

The Village Attorney should have a solid understanding of a broad array of legal matters related to labor and municipal law including union agreements, grievances, land use and planning, water rights, public finance, personnel, public works, public contracts and bidding, as well as the drafting of ordinances and resolutions.

The candidate must be licensed to practice law in the State of Florida, with a minimum of 7 years' experience in the practice of municipal law, with increasing levels of responsibility. It is preferable for the candidate to also be a member of a U.S. District Court within the State of Florida.

Interested parties should submit a cover letter, resume/curriculum vitae, as well as references, legal writing sample(s), hourly rates for Attorney and any members of the firm to:

**Village Manager
Village of Biscayne Park
600 NE 114 Street
Biscayne Park, FL 33161**

This job description is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills or working conditions associated with the position. While it is intended to accurately reflect the position activities and requirements, management reserves the right to modify, add or remove duties and assign other duties as necessary. This job description does not constitute a written or implied contract of employment.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 6.a.

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: Krishan Manners, Village Manager

DATE: March 10, 2018

TITLE: Recruitment Process – Village Attorney

Recommendation

Staff recommends advertising for this position to maximize the number of qualified candidates.

Background

After 20 years of service, our Village Attorney resigned last month. At the last Commission meeting, Staff was directed to put together a first draft of qualifications to present to the Commission at a Special Commission Meeting on March 13, 2018. The process for recruiting will be decided by the Commission.

Resource Impact

None, unless directed to advertise in specific professional publications who charge for ads.

Prepared by: Krishan Manners



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSALS (RFP)
TOWN ATTORNEY SERVICES
BID PACKAGE RFP NO. 20-03

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN:

FRIDAY, JANUARY 31, 2020 AT 3:00 PM, EST

TOWN OF PEMBROKE PARK
ATTENTION: INTERIM DEPUTY TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

TABLE OF CONTENTS

1. BACKGROUND OF THE AGREEMENT	1
2. SCOPE OF WORK.....	1
3. SCHEDULE.....	4
4. PROPOSAL FORMAT GUIDELINES	4
5. PROCESS FOR SUBMITTING PROPOSALS	5
6. EVALUATION CRITERIA	6
7. EVALUATION OF PROPOSALS AND SELECTION PROCESS	8
8. CONDITIONS TO AGREEMENT	8
9. RIGHT OF REJECTION	9
10. INDEMNIFICATION	9
11. NON-DISCRIMINATION.....	10
12. GENERAL TERMS AND CONDITIONS	10
APPENDIX A.....	13
APPENDIX B	14

**TOWN OF PEMBROKE PARK
TOWN ATTORNEY SERVICES
REQUEST FOR PROPOSALS (RFP) # 20-03**

The Town of Pembroke Park (“Town”) is currently requesting sealed proposals and qualifications for Town Attorney services.

1. BACKGROUND OF THE AGREEMENT

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by five (5) Town Commissioners, operating under a Commissioner form of government and has approximately 25 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policy at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, water and sewer service, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. SCOPE OF WORK

The Town is soliciting proposals from experienced and well qualified firms or individuals for the provision of Town Attorney services. The selected firm or individual will be expected to perform the services in accordance with the Scope of Work herein and the requirements of the solicitation.

The proposer will be required to provide Town Attorney services and represent the Town in all matters requiring legal counsel. All duties must be performed in accordance with the Town’s Charter, the Town’s Code of Ordinances and all other pertinent statutes and regulations.

The selected proposer will provide legal services as Town Attorney including, but not limited to, the areas of: legislative governmental issues, land use and zoning, personnel, code enforcement and contract law as well as monitoring the activities of any outside legal counsel representing the Town in litigation.

i. General Services Requested. The Town Attorney is expected to perform all general legal representation for the Town as required. Such general legal representation includes, but is not limited to:

A. Legislative work associated with the Town Commission meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal likelihood in support of Town risk analyses.

- B. Preparation of oral or written opinions on legal matters as required by the Town Commission and/or Town Manager.
- C. Negotiation and preparation of agreements, leases contracts, or similar documents.
- D. Review and comment on contract forms between the Town and independent contractors.
- E. Performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research, when requested by the Town Commission or by the Town Manager.
- F. Provide legal counseling, guidance and opinions to the Town Manager and the Department Heads regarding the operations of the Town; provided, however that except in the event of an emergency problem, all requests by Department Heads for such legal counseling, guidance and opinions shall be channeled through the Town Manager.
- G. Participation in meetings and telephone conference with the Town Manager and Town staff as designated by the Town Manager, as required.
- H. Prepare and review charter revisions, ordinances, resolutions, documents and documents that are pertaining to Town matters upon request by the Town Commission or Town Manager.
- I. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice.
- J. Interpretation of the Town's Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution.
- K. Maintenance of legal files and provision to the Town Manager of copies of all correspondence, and of all pleadings and orders in all litigation the firm is handling for the Town.
- L. Keeping the Town Commission and Town Manager informed of legislation or judicial opinions that have potential to impact the Town.
- M. As requested by the Town, overseeing, in a cost-effective manner, litigation in which the Town represented by the Town's insurance carriers.
- N. Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the Town.
- O. Performance of professional duties and functions as may be required by Charter, ordinance or resolution of the Town Commission.
- P. With the exception of requests for legal services issued by the Town Commission acting as a body, the Town Manager shall act as a "gatekeeper" for the Town in requesting the services or assistance of the attorney or firm, coordination of the flow of work to the attorney or firm, and

establishing the relative priorities to be placed by the attorney or firm on each task for which the assistance of the attorney or firm is required. No member of the Town's staff may require the efforts of the attorney or firm on the behalf of the Town unless expressly authorized by the Town Manager. Notwithstanding the foregoing, any member of the Town Commission may request legal services and opinions of the attorney or firm regarding Town matters upon approval of the Commission.

ii. **Specific Services Requested.** In addition to the General Services, the Town Attorney is expected to perform certain specific legal services for the Town, as required. Such specific legal services include:

- A. Attend all workshop Commission meetings on the fourth (4th) Wednesday of each month at 6:00 p.m., all regular Commission meetings on the second (2nd) Wednesday of each month at 7:00 p.m., and all special Commission meetings when requested by the Town Commission or Town Manager.
- B. Attend all Town advisory board meetings in order to counsel the members thereof on any legal matter which confronts the board or committee as requested by the Town Manager.
- C. The Town Attorney shall retain an association with, or actually as an employee at their offices, a minimum of one attorney whom shall have competent experience in governmental affairs, in particular municipal government law and/or shall acquire such knowledge such that each attorney shall be able to attend such functions and attend to such matters as enumerated above in this contract when the Town Attorney is unavailable or unable to attend same.
- D. The Town Attorney shall continue to be the Town's primary representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated in this document.
- E. The Attorney shall also represent the Town in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the Town is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the Town Commission. The Town Attorney may also represent the municipality in other matters, not specifically enumerated herein, at the request of the Town Commission or Town Manager.
- F. Maintain Auditable Records. The selected Attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally Accepted Accounting Principles, and the Town reserves the right to determine record-keeping methods in the event of non-conformity.

NOTE: Services contained within this Scope of Work will be provided pursuant to a future written contract being issued to the successful proposer and executed by the parties.

3. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP:	Wednesday, December 18, 2019
Deadline for questions:	Friday, January 3, 2020
Proposal due date:	Friday, January 31, 2020
Proposal opening date & time	Friday, January 31, 2020; 3:30 PM
Interviews (if held):	Tuesday - Friday, February 11-14, 2020
Award of contract:	Wednesday, March 11, 2020

**All dates are subject to change at the discretion of the Town Commission.*

4. PROPOSAL FORMAT GUIDELINES

Proposers are to provide the Town with a thorough proposal using the following guidelines:

Proposal should contain no more than thirty (30) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the Request for Proposals (“RFP”) instructions, responding to the RFP requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer’s response:

i. Cover Letter

Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal, including but not limited to: (1) name of firm, (2) ownership type, (3) year firm was established, (4) office locations, (5) number of firm employees, (6) description of firm’s core business, and (7) name of principal of the firm. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate the address and telephone number of the proposer’s office located nearest to the Town and the office from which the project will be managed.

ii. Background and Project Summary

Describe your understanding of the Town, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFP.

iii. Approach

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. Included should be a detailed description of specific tasks you will require from Town staff and explain what the respective roles of Town staff and your staff would be to complete the tasks specified in the Scope of Work. Proposers are encouraged to provide additional innovative and creative approaches for providing the service that maximize efficiency and cost-effectiveness.

iv. Staffing

Provide a list of personnel who will be working on this project, indicate the functions that each will perform, and include a resume for each designated individual. The proposal must contain information demonstrating the organizational structure of the proposer and identify who will serve as the primary contact(s) for the Town. Proposer should demonstrate that the firm has the adequate staff to perform the work in the time allotted, including the availability of key personnel relative to other work currently under contract. Upon award and during the contract period, if different personnel are assigned to the project, those names and qualifications must be submitted to the Town. The successful proposer shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town.

v. Qualifications

Discuss the experience of the proposer with providing the services described in the Scope of Work to municipal government(s), and any other relevant experience within the last three (3) years. Describe the qualifications of the proposer and key staff who have performed projects similar in scope and complexity as described in this RFP to demonstrate competence to perform the services herein. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer's demonstrated capability, including the length of time that the services in the Scope of Work have been provided.

All proposers should provide at least two (2) references, including name and contact information, preferably from another municipality or governmental entity, which have received similar services. The Town intends to contact the references listed.

vi. Fee Proposal One (1) for RFP

Indicate the annual fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work. **See Appendix A.**

vii. Fee Proposal Two (2) for Staff Cost

The Commission may contemplate bringing the services in house. As a planning mechanism, please indicate the annual salary required part and/or full time to provide all services as stipulated in the Scope of Work. **See Appendix A**

5. PROCESS FOR SUBMITTING PROPOSALS

All proposals shall be submitted as follows:

i. Content

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

ii. Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

iii. Number of Proposals

Submit one (1) original complete package, ten (10) duplicate complete packages, and one (1) electronic copy of the proposal package (CD or USB drive).

iv. Submission of Proposals

Complete written proposals must be submitted in sealed envelopes clearly marked on the outside of the envelope “**RFP, TOWN ATTORNEY SERVICES**”, no later than **3:00 P.M. on FRIDAY, JANUARY 31, 2020** to the address listed below. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. Proposals may not be submitted by e-mail or fax.

**Address: Town of Pembroke Park, Attn: Interim Deputy Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023**

v. Inquiries

Questions about this RFP must be made in writing, via e-mail to the Interim Deputy Town Clerk at townclerk@townofpembrokepark.com.

The Town reserves the right to amend or supplement this RFP prior to the proposal due date. The Town endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFP with any Town employee other than the individual listed above regarding this RFP. The Town reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and no response other than written responses will be binding upon the own.

vi. Conditions for Proposal Acceptance

This RFP does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified proposer, or to cancel this RFP in part or in its entirety. The Town may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the Town’s option, become part of the contract entered into by the successful proposer and the Town.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Florida Public Records Law contained in Chapter 119, Florida Statutes.

6. EVALUATION CRITERIA

Evaluation of all proposals received by the Town shall be based on the following criteria:

	Criteria	Points
1.	Qualifications and Experience	30
2.	Experience Working with City Government	30
3.	References and/or Recommendations	10
4.	Methodology and Approach	10
5.	Fee Proposal	20
	Total:	100

1. Qualifications and Experience (30 Points).

Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current and for the past five (5) years municipal, county or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.

Identify the specific experience of the firm in all phases of Florida land use law. Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, Government in the sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter local agreements, building code, personnel an additional legal areas that will identify the focus of the firm.

2. Experience Working with Local Government (30 Points).

Provide information as to each of the individual attorney's experience and the firm's experience in representing local government entities. That is, identify all current and for the past five (5) years municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and identified entity.

3. References (10 Points).

Respondents must provide a minimum of three (3) references. For each reference provide: (i.) name of entity; (ii.) contact person; (iii.) address and telephone number for reference; and (iv.) dates of representation.

4. Methodology and Approach (10 Points).

Respondents should include the following:

- i.** Name of law firm/individuals and primary attorney to service as the Town Attorney at each Town Commission meeting and other board meetings.
- ii.** After hour availability.
- iii.** Information on how the firm/individual would structure the working relationship between the Town Attorney's office, Town Commission, and the Town Manager's office.
- iv.** Areas of expertise where the use of special outside counsel is anticipated.
- v.** Statement on how the workload of the Town of Pembroke Park will be accommodated and what kind of priority it would be given.

5. Fee Proposal (20 Points).

The proposer shall submit a proposal for compensation, which should include, but is not limited to, a monthly retainer fee option, an hourly rate option, or a combination of these options. In the instance of an "Exception" to the RFP process, please provide a specific proposal detailing the costs associated with the alternative proposal.

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

An Evaluation Committee appointed by the Town Commission will screen and review all proposals according to the weighed criteria set forth above.

i. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The Town may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the Town reserves the right to request clarification or additional information from any or all proposers regarding their proposals. The Town may reject any proposal in which a proposer's approach, qualifications or price is not considered acceptable by the Town. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable.

ii. Initial Proposal Review

The Evaluation Committee will initially review and score all responsive written proposals based on the Evaluation Criteria set forth above. The Evaluation Committee shall consist of the: (i) Mayor, (ii) Town Manager, (iii) Assistant Town Manager, (iv) Finance Director, and (v) Public Services Director. The Evaluation Committee may also contact proposer's references. The three highest rankings proposers may be invited to the next stage of the evaluation process.

iii. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in an oral interview conducted by the Town Commission. Interviews, if held, will be on **February 11 – 14, 2020**, and will be conducted at Town Hall in Pembroke Park, Florida. These dates are subject to change. The individual(s) from proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

Following conclusion of this stage of the evaluation process, the Town Commission will rank all proposers according to the Evaluation Criteria set forth above. The Town Commission may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Pursuant to Section 286.0113, Florida Statutes, negotiations shall be confidential and not subject to disclosure of competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Town may terminate negotiations and commence negotiations with the next highest scoring proposer, or withdraw the RFP.

8. CONDITIONS TO AGREEMENT

- i. The contract resulting from this solicitation may be awarded to the responsive proposer which submits a proposal determined to provide the best value to the Town with price, technical, and other applicable factors considered. The Town reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest. Town anticipates the term of the contract resulting from this solicitation will be for three (3) years with up to two (2) one-year options to renew, upon mutual written assent agreement of the parties.

- ii. The Town reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- iii. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the Town. The Town may conduct any investigation it deems necessary to determine if the proposer is capable of performing the requirements of this solicitation.
- iv. The proposer's performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- v. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- vi. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in Town's Procurement Ordinance, Chapter 2, Article V, and Pembroke Park Code of Ordinances. It is incumbent upon the proposer to be aware of the posting of any associated award recommendation. Any protest received after the protest deadline date may be rejected.
- vii. The Town reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.
- viii. The selected firm will be required to assume responsibility for all services offered in the proposal. The Town will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
- ix. A copy of the proposal ranking and award will be available for review at Town Hall, located at 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 upon completion of the selection process. Interested parties may obtain a copy of the final ranking from the Town.

9. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Town.

10. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorney's fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any intentional or negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, or physical disability or other basis in any manner prohibited by federal, state, or local laws.

12. GENERAL TERMS AND CONDITIONS

i. Definitions

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this RFP that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, a proposer agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the proposer is an "Equal Opportunity Employer".

iii. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

iv. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proposers shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum using one of the following methods:

- By mailed letter;
- By facsimile; or
- By email to townclerk@townofpembrokepark.com

The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

v. Payment

Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

vi. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Interim Deputy Clerk at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

vii. Confidentiality

By submitting a proposal in response to this solicitation, a proposer acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The proposer further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a proposer provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The proposer shall submit to the Town both a complete copy of such material and a redacted copy in

which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected proposer has otherwise fully complied with this provision, the Town, in reliance on the representations of the proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the Town shall notify the proposer of that request, and the proposer shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the proposer refuses to permit disclosure or copying, the proposer agrees to, and shall, hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the proposer is not initially named as a party, the proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a proposer in response to the RFP and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

APPENDIX A
TOWN ATTORNEY SERVICES
REQUEST FOR PROPOSAL (RFP) NO. 20-03
FEE PROPOSAL

Individual and/or Company's Name:

The proposer shall submit a proposal for compensation, which should include, but is not limited to, a monthly retainer fee option, an hourly rate option, or a combination of these options. In the instance of an "Exception" to the RFP process, please provide a specific proposal detailing the costs associated with the alternative proposal.

Fee Proposal: _____

Indicate the annual salary required part and/or full time to provide all services as stipulated in the Scope of Work.

Salary Requirement:: _____

We, the undersigned, hereby propose and agree to furnish to the Town of Pembroke Park all work as defined in the RFP. This proposal is subject to all terms of the specifications and bid conditions, and we hereby agree to furnish such items as may be awarded to us.

Authorized Signature

Date

Print Name

Telephone Number

Title

Email Address

APPENDIX B

TOWN ATTORNEY SERVICES REQUEST FOR PROPOSAL (RFP) NO. 20-03 INSURANCE REQUIREMENTS

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Florida and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1. Worker's Compensation Insurance:
 - Statutory Coverage
 - Employer's Liability
 - \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee
2. Commercial General Liability:
 - Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
 - Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
3. Automobile Insurance:
 - Including all owned, hired, borrowed and non-owned vehicles
 - Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000
4. Errors and Omissions Liability or Professional Services Liability Policy
 - Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$500,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Town copies of any such Policies upon request.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded proposer are subject to final negotiations.

THE TOWN OF FORT MYERS BEACH



REQUEST FOR PROPOSALS TO PROVIDE

TOWN ATTORNEY LEGAL SERVICES

RFP-18-32-TC

Issued: July 1, 2018

Proposals Due: TUESDAY, JULY 31, 2018
2:00 p.m. EST

Prepared by:

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

RFP-18-32-TC
Town Attorney Legal Services

Solicitation Summary

ISSUE DATE: July 1, 2018

DEPARTMENT: Town Council

DUE DATE: July 31, 2018

TIME: 4:00 P.M., ET

The Town of Fort Myers Beach, Florida (Town) is soliciting proposals for Town Attorney Legal Services. The Town will accept proposals from private law firms for the position of Town Attorney to perform all or part of the legal services of the Town (Applicant). Any Applicant wishing to submit a proposal must comply with the requirements contained in this Request for Proposals (RFP).

1. PROPOSAL SUBMISSION.

Applicants interested in providing a Town Attorney Legal Services proposal to the Town are hereby notified that sealed proposals (original and copies) must be received no later than **2:00 p.m., Tuesday, July 31, 2018**, to the Contracts Manager, located at 2525 Estero Boulevard, Fort Myers Beach, FL 33931 by mail or hand delivery. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED. No electronic or facsimile submissions will be considered. Town business hours are 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding Town holidays. The Applicant's name, return address, the RFP number, RFP title, Due Date and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- One (1) unbound original clearly marked "ORIGINAL".
- Five (5) copies clearly marked "COPY" with all required information and identical to the original.
- All submittals to be provided in a soft report cover. No 3 ring binders please.
- One (1) identical copy in PDF format on either disc or flash drive.

2. MINOR INFORMALITIES.

The Town reserves the right to waive any informalities or minor irregularities; reject any and all proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposals in whole or in part with or without cause; and accept the Proposals which best serve the interests of the Town. The Town reserves the right to further negotiate fees and/or services with any Applicant.

3. NOTIFICATION.

Interested parties may obtain a copy of this RFP as follows:

- Town website and or Demand Star
- Request via email from Bids@fmbgov.com:
- Hard copies at Town Hall (copy fee of \$7.50/package).

4. CORRESPONDENCE.

The number of this RFP must appear on all correspondence, or inquiries, pertaining to this RFP.

5. NOTICE OF PUBLIC DOCUMENTS.

All Applicants are advised that under Chapter 119, *Florida Statutes*, all Proposal responses are deemed a public record and open to public scrutiny as provided for in said Statute.

6. LATE PROPOSALS.

Proposals received by the Town after the Due Date and Time will remain unopened and will not be considered. It is the sole responsibility of Applicant to ensure its Proposal is received by the Town by the Due Date and Time. No electronic or facsimile submissions will be considered.

7. POINT OF CONTACT.

For information concerning procedures for responding to this RFP, contact the Contracts Manager via email at: Bids@fmbgov.com. Such contact shall be for clarification purposes only.

8. QUESTIONS.

Each Applicant must examine this RFP. All questions concerning this RFP, including Appendix A, Legal Services Agreement, should be submitted in writing to: Amy Baker, Contracts Manager at bids@fmbgov.com. Failure of the Applicant to examine all pertinent documents shall not entitle the Applicant to any relief from the conditions imposed in the Agreement. All questions must be presented no later than **4:00 p.m.** by **Friday, July 13, 2018**.

9. DEFINITIONS.

The following definitions apply to this RFP.

- A. REQUEST FOR PROPOSALS (RFP) - Town request for proposals from qualified Applicants.
- B. APPLICANT – Law firm submitting a Proposal.
- C. PROPOSAL – Applicant’s response to this RFP.
- D. SUCCESSFUL APPLICANT – Applicant who is selected for the provision of Town Attorney Legal Services.
- E. AGREEMENT – The Agreement, a sample of which is attached hereto and made a part hereof, between the Town and the Successful Applicant to perform the services described herein.

TABLE OF CONTENTS

SECTION 1: BACKGROUND AND RANGE OF SERVICES

SECTION 2: TERMS AND CONDITIONS

SECTION 3: RESPONSE REQUIREMENTS

SECTION 4: FORMS AND INSTRUCTIONS

Appendix A – Town Attorney Legal Services Agreement

SECTION 1 - BACKGROUND AND RANGE OF SERVICES

1. GENERAL INFORMATION

The Town of Fort Myers Beach is an Equal Employment Opportunity (EEO) employer, and does hereby announce it is accepting proposals from all qualified firms interested in providing the legal services generally described herein and specified in this RFP document. The Successful Applicant shall provide by its qualifications, experience and a plan for the work that will best serve the overall needs of the Town. The selection of the successful Applicant shall be at the Town’s sole discretion after receipt and evaluation of all Proposal responses. The Town shall be the sole judge of its own best interests, the Proposals and the resulting Agreement.

This document shall serve to provide interested parties with specific information as to the procedures for the selection of a law firm to serve as Town Attorney for the Town. The Town Attorney shall report directly to the Town Council and serves at the Council’s pleasure to facilitate the effective and efficient operation of the Town.

2. TOWN OF FORT MYERS BEACH

The Town is a full-service town with a Council/Manager form of government. The Council members are elected at large for three-year alternating terms, and annually select a member to serve as Mayor. The Town Attorney and Town Manager report to and serve at the pleasure of the Town Council. The Town has approximately 50 full time employees and an annual operating budget of approximately \$16 million.

The Town provides a full range of services including Building Services (permits and inspections), Community Development (code enforcement, short and long term land use review and planning, zoning, support for administrative boards, and land development regulations), Cultural Resources (preservation of environmental and historical resources); Parking (beach and street parking and enforcement); Parks and Recreation (beaches, community pool, mooring field, parks and recreation facilities); Public Works (public infrastructure, roads, storm water, traffic, roads, water service); and administrative and financial support services.

3. BACKGROUND INFORMATION

Town Charter: As to the Town Attorney position, Section 8.01 of the Town’s Charter provides:

There shall be a Town Attorney appointed by the Council, who may represent the Town in all legal proceedings and shall perform all other duties assigned by the Council. The Council may remove the Town Attorney for any reason by motion requiring three affirmative votes.

4. RANGE OF SERVICES

The Successful Applicant will perform all duties of the Town Attorney pursuant to the Town of Fort Myers Beach Town Charter and Code of Ordinances, including but not limited to:

- A. Attendance at all Council meetings, workshops, executive sessions, special meetings, administrative board meetings and all other meeting as required or directed by the Town Council, unless otherwise excused.
- B. Oversee and direct the legal activities and operations of the Town Attorney's office.
- C. Prepare, review, and approve all proposed legislation, ordinances, resolutions, contracts, deeds, leases, and other legal agreements requested by the Town Council, Town Manager and staff.
- D. Investigate complaints by or against the Town, prepare cases for trial, represent the Town in litigation, including administrative hearings, arbitration, and civil trials before county, state, and federal courts.
- E. Perform such other duties as directed by the Town Council.

Typically, there are twenty two (22) Town Council meetings annually held on the first and third Monday starting at 9 am, eleven (11) Town Council Management and Planning Sessions annually on the first Thursday of each month following the first Council meeting at 9 am, twelve (12) Local Planning Agency Meetings annually on the second Tuesday of each month starting at 9 am and Special Magistrate Hearings held on the last Thursday of each month starting at 9 am. There are two annual budget hearings annually which may be held at varying time in September. It is envisioned that the monthly retainer fee shall include all travel time to the Town of Fort Myers Beach, Lee County, FL., the review or preparation of all Town documents, email or text messages, in person meetings, video calls/meetings or phone calls or for legal advice or opinions from Town Council and Town staff. It is also expected for the Town Attorney to schedule a minimum of 8 hours per week for in person office consultations at their office located in Town Hall. Also see enclosed list of Illustrative Duties and Responsibilities.

Illustrative Duties and Responsibilities

The Town Attorney shall provide legal services to the Town which may include, but not be limited to the following:

- a) Shall attend all regular meetings of Town Council. Town Council generally meets at 9:00 a.m. on the first and third Monday of each month. While special called meetings and workshop meetings may be held throughout the year, the Town Attorney attends only when it is anticipated that legal advice may be necessary.
- b) The Town Attorney or a qualified alternate shall attend the meetings of the Local Planning Agency that are typically held monthly and the Special Magistrate meetings which are held on a monthly basis.
- c) Draft, as necessary, and review ordinances and resolutions prepared by staff.
- d) Draft, as necessary, and review contracts, lease agreements, and easements in which the Town is a party or has an interest.
- e) Represent the Town in litigation, including administrative hearings, as may be requested and required. Assist and advise the Town Manager and staff regarding legal matters as necessary.
- f) Render oral and written legal opinions to Town Council, staff, and advisory boards including, but not limited to the Comprehensive Plan, Zoning and other Ordinances, and Land Development issues.
- g) Provide training to staff, Town Council, and boards and committees on the Sunshine Law and public records as well as ethics, discrimination and harassment, etc.
- h) Participate in negotiations when requested.
- i) Remain apprised on legal issues and litigation that may be handled by other specialized firms, such as bond counsel, labor law, and casualty claims and coordinate the work of outside legal counsel as need and as directed by the Town Council.
- j) Respond to requests for legal assistance from Town Council and staff, including, but not limited to requests for attendance at meetings with outside regulatory agencies, mediations, court appearances and other meetings.
- k) Provide legal research at the request of Town Council and staff. Review staff correspondence regarding public records requests. Review and recommend settlement agreements regarding litigation and Code Enforcement actions.
- l) Serve as parliamentarian during Town Council meetings.

- m) Remain current on federal, state and local government law and legislative issues that may pertain to the operation of the Town and provide direction, as appropriate, to the Town Council and staff.
- n) Remain current on environmental issues, with particular emphasis on issues affecting barrier islands with sensitive environmental concerns.
- o) Provide such other legal services which are normally and routinely provided to Town government or which the Town Council or Town Manager may require including, but not limited to, legal services related to personnel and employment, real estate transactions and the issuance of title insurance, finance and bonding, etc.

Each year the Town typically budgets in excess of \$100,000 for legal services including those provided by the Town Attorney and outside legal counsel when necessary.

Legal services as Town Attorney are currently provided by the law firm of Peterson Law Group, Ft. Myers, Florida.

SECTION 2: TERMS AND CONDITIONS

1. CRITERIA FOR SELECTION AND EVALUATION

All proposals will be reviewed by the Town Council and will be evaluated on the ability of the individual or firm to meet the legal demands and requirements of the Town in a timely, reliable, effective, and efficient manner. Personal interviews maybe conducted at the discretion of the Town Council.

The Town reserves the right to waive any informalities or minor irregularities; reject any and all proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposals in whole or in part with or without cause; and accept the proposal which best serve the interests of the Town. The Town reserves the right to further negotiate fees and/or the range of services with any Applicant.

2. CONE OF SILENCE

Limitations on Communication-Cone of Silence: Applicants are advised that a Cone of Silence will be in effect during this RFP. The Cone of Silence is effective from the date and time of issuance until award is made by the Town Council, excluding personal interviews. The Cone of Silence prohibits any communications, regarding this RFP, between the Applicants or any Person representing the Applicants, and any member of the Town Council, the Council's staff, any Town employee authorized to act on behalf of the Town to award the Agreement under this RFP, excluding personal interviews.

All correspondence regarding this RFP must be in writing and must be directed to the Town's Contracts Manager, who is the only person authorized to receive such documents. The Cone of Silence does not apply to oral communications at any public proceeding, including oral presentations made to the Town Council, or negotiations during any public meeting. Further, the Cone of Silence shall not apply to negotiations between any employee and the Successful Applicant. The Cone of Silence shall terminate at the time the Town Council awards or approves an Agreement, rejects all responses, or otherwise takes action which ends the solicitation process.

[Remainder of page intentionally left blank]

SECTION 3: RESPONSE REQUIREMENTS

All Applicants are asked to be thorough yet concise in their Proposal responses.

1. APPLICANT INFORMATION

Provide information on Applicant as follows:

- A. Full legal contracting name including any d/b/a.
- B. Contact information for Applicant during this RFP process.
 - Name
 - Phone
 - E-mail
 - Mailing Address
 - City, State, Zip

2. QUALIFICATIONS

Each Applicant shall submit information and documentation that confirms it meets the following qualification requirement(s):

- A. The law firm must designate the attorney who will serve as Town Attorney. With respect to the attorney designated as Town Attorney, the individual must meet the qualifications listed herein, and/or provide the following information:
 - i. Graduated from an accredited law school and be license to practice law in the State of Florida.
 - ii. No less than 10 years of progressively responsible legal experience with an emphasis in local government law. Florida Bar Board Certification in City, County and Local Government Law, and Florida municipal government experience preferred.
 - iii. Experience and demonstrated expertise in legal areas including, but not limited to, code enforcement, drafting and negotiating complex agreements, labor/employment law, land use/zoning from a transactional and litigation perspective, procurement, public records and ethics laws, general litigation, tort law experience, and an understanding of sovereign immunity.
 - iv. Experience and knowledge of local government and administrative law, advising elected bodies and administrative boards.
 - v. Exceptional interpersonal skills, composure, a team oriented philosophy, and the ability to work with a variety of diverse groups and issues.
 - vi. Disclose and describe any bar grievances, disciplinary actions or investigations, and ethics actions or investigations; to include any additional attorneys that may be assigned to the Town engagement.
- B. The law firm must provide resumes of attorneys who will be assigned to the Town engagement, including a detailed description of the experience that each attorney possesses relative to local government/municipal law.

- C. A description of the general capabilities of the law firm, including information relating to total size and staffing, research capability, professional staff, and clerical support.
- D. A review of the law firm's potential conflict of representation will be considered and will be an important factor considered in the selection of firm. The law firm must agree that it will not act as counsel in any lawsuit or other adversarial proceeding in which the Town, any of its departments, divisions and boards, or any Town official or employee is named as an adverse party; nor shall the law firm undertake any private representation of any party before the Town or any other board of the Town, in reference to any judicial or quasi-judicial hearing or proceeding, or any application, request for ruling or other determination, contract, claim, controversy, petition, or other matter, including lobbying, while retained as counsel to Town. In the event the law firm represents a preexisting client or has a question regarding whether a proposed future representation may constitute a conflict of interest, the law firm shall immediately bring such matter to the attention of the Town Council for the purpose of having the Town Council determine, in their sole discretion, whether such representation is acceptable to the Town. All such determinations will be made on a case-by-case basis.
- E. A description of the law firm's liability insurance coverage, and the law firm's ability to hold harmless, indemnify and defend the Town for losses, costs and expenses arising from any liability claims arising from the legal services agreement.
- F. A detailed fee schedule describing a list of charges for all costs and services rendered, plus a clear delineation of matters that are included in a monthly retainer (if proposed) versus hourly billing is requested.
- G. A detailed description of the range, scope, and method of providing Town Attorney services. It is the intent of this proposal element to allow respondents flexibility in describing and submitting their proposal for the provision of Town Attorney legal services.

SECTION 4: FORMS

1. AUTHORIZATION TO BIND APPLICANT

Each proposal must be signed by a Person who is legally authorized to bind the Applicant to the proposal by executing Form A, Proposal Submittal Signature Page (attached). Each Proposal shall remain valid for at least one hundred and fifty (150) days after the Due Date.

For Proposals submitted by a corporation they must be executed in the corporate name by the CEO or President; for Proposals submitted by an LLC they must be executed by a Member or Manager; for Proposals submitted by an LP they must be executed by a General Partner; and for Proposals submitted by a Partnership they must be executed by a Partner. His or her title must appear under his or her signature. If someone other than these authorized individuals execute the Proposal Submittal Signature Page, Applicant must provide documentation such as the company Articles of Organization or Operating Agreement that demonstrates the legal authority of the executor to sign on behalf of Applicant.

2. CONFLICT OF INTEREST

The award of the Agreement is subject to the provisions of Chapter 112, *Florida Statutes*. All Applicants must disclose within their Proposal by completing Form B, Conflict of Interest Disclosure, any potential conflict of interest.

Form A
Proposal Submittal Signature Page

By signing this Proposal, the Applicant certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions. The execution of this form constitutes the unequivocal offer of Applicant to be bound by the terms of its Proposal.

By signing this document, the Applicant agrees to all terms and conditions of this RFP which includes the Sample Agreement and is prepared to sign the Agreement as written. Applicant understands that if it submits exceptions to the Agreement in its Proposal, Applicant may be determined non-responsive.

Failure to sign and submit this form may render the Proposal non-responsive.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Identification Number:

Acknowledged by:

Signature Date

Printed Name and Title

Form A - Signature Authority

Indicate below Applicant’s type of organization and provide the required documentation as applicable to demonstrate that the executor of Applicant’s Proposal is duly authorized to execute on behalf of, and as the official act of, Applicant.

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation

- Documentation is not required.
- The required authorizing documentation is included with Proposal.

Form B, Conflict of Interest Disclosure

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest in the award of this Agreement.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Select the statement below which applies to Applicant and, if applicable attach supporting information.

- To the best of our knowledge, the undersigned has no conflict of interest as defined in Chapter 112, *Florida Statutes*.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest.

Acknowledged by:

Signature Date

Printed Name and Title

Appendix A, DRAFT Legal Services Agreement

TOWN OF FORT MYERS BEACH, FLORIDA
TOWN ATTORNEY LEGAL SERVICES AGREEMENT

The Town of Fort Myers Beach, Florida, a municipal corporation, with its principal place of business at 2525 Estero Boulevard Fort Myers Beach, FL 33931 (the “Town”) and, _____, with offices located at _____, (the “Firm”) for and in consideration of the mutual covenants contained in this Town Attorney Legal Services Agreement (the “Agreement”) and other good and valuable consideration, mutually agree as follows:

WHEREAS, the Town desires to employ the services of the Firm as Town Attorney as further specified herein; and

WHEREAS, the Town and Firm desire to engage in a stable and flexible contractual relationship whereby the Town can achieve pricing efficiencies for legal services and the Firm is available to provide service as Town Attorney as required by the Town Charter, as well as additional authorized legal services on as as-needed basis in a thoughtful and effective manner, and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The forgoing recitals are true and correct and incorporated into this Agreement herein as if set forth in full.

2. Selection of Firm. The Firm will provide legal services as the Town Attorney to the Town as required by the Town Charter of Fort Myers Beach (the “Town Charter”) and as described herein. For purposes of this Agreement, the primary attorney to serve as Town Attorney shall be _____ with _____ serving as the alternate or backup in the event of _____ unavailability, if and when needed (the “Designated Attorneys”). As such, the Designated Attorneys from the Firm shall serve as Town Attorney for the Town pursuant to and in accordance with the Town Charter and the Code of Ordinances. The Firm was selected based upon the Firms substantive knowledge of governmental law.

3. Professional Legal Services. The Firm shall perform such services customarily associated with the Town Attorney and such other services as may be directed or requested by the Town Council or Town Manager.

4. Compensation, Terms, and Conditions. The Firm shall perform the Town Attorney Legal Services set forth in Exhibit A in accordance with the Fee Schedule set forth in Exhibit B, payable in full within 30 days of the Firm's submission of a monthly itemized invoice for services rendered.

5. Duration and Termination. This Agreement is effective as of _____, 2018. Designated Attorneys through the Firm, shall provide Town Attorney legal services as required by this Agreement and may not be substituted without the consent of the Town. The term of this Agreement shall be for one (1) year, and thereafter may be renewed for two (2) additional one (1) year terms upon written agreement of the Town and Firm. Notwithstanding the foregoing or any other provision set forth herein, this Agreement may be terminated at the will of the Town or by the Firm upon giving sixty (60) days prior written notice of the termination of this Agreement.

6. Administration. For ease and convenience of administration and to the extent not in conflict with the Town Council or Town Charter, the Town hereby designates the Town Manager to provide policy direction and instructions to the Designated Attorneys in the administration of the duties and professional legal service set forth herein, and to manage and administer the terms and provision of this Agreement on behalf of the Town.

7. Insurance. The Firm shall maintain in full force and effect professional liability insurance in an amount not less than \$1,000,000 per claim and shall, upon the request of the Town, provide evidence of such coverage.

8. Notices. All notices under this Agreement shall be in writing and shall be provided to Town at 2525 Estero Boulevard Fort Myers Beach, FL 33931, Attention Town Manager, and to Town Attorney and Firm at _____.

9. Non-Liability for Costs and Expenses. The Town shall defend the actions of the Firm in performing legal services on behalf of the Town. The Firm shall not be liable for actual, incurred costs or expenses that are reasonable and necessary, and shall be reimbursed by Town for any actual reasonable and necessary expenses paid by the Firm in connection with the carrying out its duties hereunder. The Town is responsible for all such costs incurred on the Town's behalf. These items are separately itemized on our statements as "costs advanced" or "disbursements" and will be itemized and billed to you on a monthly basis. To the extent practical, the Firm will take all steps to minimize costs. Unless otherwise agreed in writing, the Town shall be liable for all fee bills rendered pursuant to this Agreement.

10. Appointment. Pursuant to the Town Charter, the Town hereby appoints the Designated Attorneys, through the Firm, as Town Attorney for the Town of Fort Myers Beach, Florida. The Town Manager is directed and authorized to use and consult with the Firm for Town Attorney Legal Services and Special Legal Services when and if authorized as more specifically set forth on Exhibit A.

11. Conflict of Interest. By executing this Agreement, the Firm covenants it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly and such interest which shall conflict in any manner with the performance of Firm's services any obligations under this Agreement.

12. Public Records. The Firm shall maintain files, available for inspection by the Town Manager or his designee, containing documentation of costs and fees incurred in connection with this Agreement. In accordance with Chapter 119, *Florida Statutes*, any documents of any nature produced pursuant to this Agreement shall be public record to the extent required by law. Neither the Firm nor any individual employed under this Agreement shall have any proprietary interest in any product(s) delivered under this Agreement. The reasonable cost of preparing and photocopying the documents for the Town may be charged for said services.

13. Powers Conferred on Attorney. The Firm, through Designated Attorney's has the authority to file any papers necessary and proper in any action which it is authorized pursuant to the terms of this Agreement to prosecute and defend on behalf of the Town and the right and authority to do any and all things necessary and proper to protect the interest of the Town. Any attorney employed by the Firm may provide legal support services or representation under this Agreement.

14. Town Attorney Client. Only the Town of Fort Myers Beach, Florida, acting by and through its Town Council, as a collegial body, shall be considered the Firm's client.

15. General Terms and Conditions.

a. This agreement is the sole agreement covering the Firm's representation of Client in this matter and supersedes any prior agreements or understandings, whether written or oral. Any modification of this agreement must be in writing, signed by both parties. If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other portions shall nevertheless remain valid and enforceable. It is understood that Firm does not guarantee the accomplishment of any result, but agrees to use its best efforts to achieve a favorable result the Town's behalf. The Town understands that all expressions about the outcome are only opinions.

b. The laws of the State of Florida will govern the interpretation of this Agreement, including all rules or codes of ethics which may apply to the provision of services by the Firm. Further, by executing this Agreement, the parties agree that the County or Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida shall have jurisdiction over the parties to this Agreement and shall be the only venue for any dispute concerning this Agreement or the services rendered herein to the exclusion of all other venues including Federal Court.

c. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

d. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an agreement in writing signed by the parties.

e. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

f. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

WAIVER OF JURY TRIAL: TOWN HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR FIRM'S ACCEPTING REPRESENTATION OF TOWN.

IN WITNESS WHEREOF, the parties have caused this Town of Fort Myers Beach, Florida Town Attorney Legal Services Agreement to be executed this ____ day of _____, 2018.

ATTEST:

TOWN OF FORT MYERS BEACH

Michelle Mayher, Town Clerk

Tracey Gore, Mayor

FIRM:

By:
Its:

EXHIBIT A
DRAFT TOWN ATTORNEY LEGAL SERVICES AGREEMENT TERMS

1. The Firm will provide legal services as Town Attorney consistent with the Town Charter.
2. The Town Attorney services described herein are to be provided in concert with the Town Council, designated officials and staff of the Town, including the Town Manager, Department and Division Directors. Such legal services shall encompass the following:
 - a. Attend and participate in agenda review staff meetings, prepare for and attend Town Council meetings, workshops, and attorney-client sessions, if and when deemed necessary, or any other special meetings convened by the Town Council.
 - b. Review and approve as to form and legal sufficiency ordinances, resolutions and contracts presented to the Town Council.
 - c. Participate in standing weekly conference calls at a time mutually agreed to by Town Manager, Town Attorney and, if applicable, Town staff to identify and discuss outstanding legal issues, share information associated with services to be provided by the Firm, and address the means to serve the Town's legal needs.
 - d. Provide legal advice to the Town Council members and participate in individual meetings and conference calls in order to provide advice regarding Town Council agenda items or ethics inquiries.
 - e. Maintain on-site office hours of no less than 8 hours per week.
 - f. Provide legal advice to the Town Manager and Town staff and participate in meetings and conference calls with the Town Manager and Town staff, if and when necessary to identify and discuss outstanding legal issues.
 - g. Represent the Town in any administrative and/or court proceedings, including appellate matters, as directed by the Town Council.
 - g. Monitor and report on the progress of legal services handled or represented by outside legal counsel.
3. Special legal services not listed above. Before undertaking any legal services not listed above, the Town Attorney will solicit and obtain direction from the Town Council or Town Manager to undertake the specific legal matter.
4. Costs and Expenses. The Firm shall only charge for actual costs and expenses incurred and invoiced by the Firm on behalf of this engagement.
5. Billing and Payment. The Firm will provide the Town with a monthly itemized invoice for services rendered and any expenses incurred in connection with the Firm's representation of the Town. The Firm will provide invoicing data corresponding to the Town's cost centers.

EXHIBIT B
TOWN ATTORNEY LEGAL SERVICES COSTS & FEE SCHEDULE

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
RFQ	REQUEST FOR QUALIFICATIONS	3
1.0	GENERAL TERMS AND CONDITIONS	4
2.0	SPECIAL CONDITIONS	26
3.0	SCOPE OF SERVICES	28
4.0	PROPOSAL FORMAT	34
5.0	EVALUATION CRITERIA	37
6.0	REQUIRED FORMS	43

**RFQ NO. 19-094-DR
REQUEST FOR QUALIFICATIONS:
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES**

The City of North Miami Beach is soliciting for statement of qualifications, and transmittal letters ('proposals') in accordance with the requirements stated herein no later than **2:00 PM EDT on November 19, 2019 for RFQ#19-094-DR "City Attorney- Professional Legal Services"** from experienced and qualified attorneys and/or law firms to provide a full range of municipal legal services serving as the City's legal counsel on a contractual or on an In-House basis.

Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.citynmb.com/> or at BidSync.com.

The selection of the successful Proposer shall be at the City's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFQ responses.

Questions regarding this solicitation shall be submitted in writing via Bidsync.com no later than 5:00 PM on November 19, 2019. Responses to those questions considered material to the solicitation will be made available as formal addenda to the City's Purchasing website and BidSync.com. It is the responsibility of prospective Proposers to ensure they are aware of all addenda issued relative to this solicitation.

Proposers shall submit **One (1) original complete proposal package, eleven (11) duplicate copies of said package and one (1) flash drive**, to the **City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162** on or before the due date stipulated above.

All packages shall be clearly marked "**RFQ#19-094-DR "City Attorney- Professional Legal Services"**". The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

The responses will be publicly recorded and firm names read aloud in the City Hall 2nd Floor Commission Chambers on the due date/time noted above. The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

Meghan Cianelli Bennett
Purchasing Supervisor
City of North Miami Beach

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of proposals for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposers, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership,

corporation or joint venture whose proposal is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Proposal Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project Manager: The duly authorized representative designated to manage the Project.

Proposal: The written offer of a Proposer to perform the work or service.

Proposal Documents: Proposal Guarantee or proposal deposit. The Advertisement for proposal, Instructions to Proposers, Proposal Form, Proposer Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Proposal Form: The form on which proposals are submitted.

Proposer: Any individual, firm, partnership or corporation submitting a proposal in accordance with the Instructions to Proposers.

Scope of Service: Document which details the work to be performed by the Proposer.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. At the time of contract award

the awarded proposer must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.Citynmb.com/ to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.BidSync.com

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFQ"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. The request may also be electronically mailed to bids@Citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence the following is prohibited: Any communication regarding this between a potential vendor, service provider, Proposer, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this should be sent in writing only to the Procurement Management Division at bids@Citynmb.com.

1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

1.5 SUBMISSION OF PROPOSALS

- A. Proposals and Addenda thereto shall be enclosed in sealed envelopes addressed to the Purchasing Supervisor, Meghan Cianelli Bennett, City of North Miami Beach, 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162. The name and address of the Proposer, the solicitation number, the date and hour of the proposal opening, and the solicitation title shall be placed on the outside of the envelope.
- B. Proposals must be submitted on the forms furnished. E-mailed and facsimile Proposals will not be considered. Proposals shall be dated and time stamped in Room 315 prior to proposal opening. Proposers shall have sole responsibility of insuring delivery of proposals on time and to the proper location.
- C. Proposers requesting a copy of the evaluation tabulation shall include a stamped, self-addressed envelope.
- D. Proposals shall be submitted in duplicate. Submit one original and three copy and

must include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their response. Failure to include signed formal Addenda in its response shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

1.7 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.8 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the proposal opening.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and

time will be considered timely. Proposals and modifications received after the time set for the proposal opening will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Proposal Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this proposal must be filed in writing with the Chief Procurement Officer by 5:00 PM, September 11, 2019.

1.12 INVOICING/PAYMENT

All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form.

1.13 COMPETENCY OF PROPOSERS

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of

contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this proposal or otherwise.

1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Chief Procurement Officer.
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946
Email: bids@Citynmb.com
and,

To the City Attorney
City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939

To the Proposer

Notices will be sent to the Proposer at the physical address, e-mail address, fax numbers and to the person listed in the proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of the City of North Miami Beach. The Proposer shall supply competent and physically capable employees and the City is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF PROPOSAL

The Evaluation Committee will make a recommendation based upon evaluation criteria, highest ranking. The City reserves the right to award to more than one Proposer. The City reserves the right to award contracts on a Primary or Secondary basis. The successful Proposer(s) shall be notified in writing of award.

1.17 PROTESTS

- A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the " Proposer ") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of the RFQ may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set

forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the RFQ.

1. Any protest concerning the RFQ specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFQ specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
2. Any protest after the proposal opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section.

- All Proposers shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the City Manager's written recommendation to the City Commission.
- B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFQ.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the RFQ in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.
- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the RFQ unless a written determination is made by the City Manager, that the award pursuant to the RFQ must be made without delay in order to protect a substantial interest of the City.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time the City Manager's written recommendation for award of the RFQ is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the RFQ in question.
- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.
- 1.18 AGREEMENT**
- An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Proposer.

1.19 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently and his/her proposal(s) rejected for:

Poor performance or default, in the City's opinion, on previous contracts with the City.
Poor performance or default, in the City's opinion, on previous contracts with other public entities.
Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.20 SUBCONTRACTING

As part of its proposal, the Proposer must identify any and all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Proposer fails to identify any and all subcontractors in the proposal, the City may allow the Proposer to submit this documentation during the evaluation period if such action is in the best interest of the City.

1.21 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

1.22 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The Proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any

information to the City in connection with this invitation/RFQ shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: ANDRISE BERNARD CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.26 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which the Proposer took exception to (as said term

and/or condition was originally set forth on the RFQ.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Proposer shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

1.28 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.29 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply

notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.30 QUANTITIES

The City specifically reserves the right to accept all or any part of the proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the proposal form by the Proposer.

1.31 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.32 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.33 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.34 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public

work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.35 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form and a copy of the program with their proposal.

1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.37 ACCESS TO RECORDS

The City reserves the right to require the Proposer to submit to an audit. The Proposer shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS:

CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: ANDRISE BERNARD, CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.38 GREEN PROCUREMENT POLICY

Proposers shall be required to comply with City's Green Procurement Policy, as provided for in the City's Purchasing Policy and Procedures.

1.39 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Proposer shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440. Should the Proposer be exempt from this Statute, the Proposer and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Proposer shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person,

\$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.

- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

1.40 CITY WEBSITE

Bids, Proposals, addenda, bid/evaluation tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement Management Division's website, which can be found at: www.Citynmb.com/. The City utilizes the

following procedures for notification of solicitation opportunities: <http://www.bidsync.com> and on the City Website: <https://www.citynmb.com/214/Bid-Opportunities>. These are the only forms of notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

1.41 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFQ; postpone or cancel at any time this RFQ process; or, waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all proposals are analyzed, Proposer(s) submitting proposals that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the RFQ, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this RFQ constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this RFQ. In all cases the City of North Miami Beach shall have no liability to any proposal for any costs or expense incurred in connection with this RFQ.

1.42 CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a proposal, Proposer acknowledges that the materials submitted with the proposal and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Proposer should take special

note of this as it relates to proprietary information that might be included in its proposal.

1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.44 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The City shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Proposer.

All Services undertaken by the Proposer before City's approval of this Contract shall be at the Proposer's risk and expense.

1.45 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Proposer may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.46 MANNER OF PERFORMANCE

- A. The Proposer shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Proposer in all aspects of the Services. At the request of the City, the

Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.

- B. The Proposer agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services hereunder at the behest of the City. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.
- C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Proposer shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in

performing the Services.

- F. The Proposer shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.47 INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Proposer's sole direction, supervision and control. The Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Proposer's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Proposer does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

1.48 AUTHORITY OF THE CITY'S CONTRACT MANAGER

- A. The Proposer hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Proposer shall be bound by all determinations or orders and shall

promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

- C. The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Proposer and the Contract Manager are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Proposer's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be

impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.49 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims,

and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.51 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.53 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.
- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure

to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

Agreement but not incorporated in the Services.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

H. All compensation pursuant to this Article is subject to audit.

1.55 EVENT OF DEFAULT

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
5. Take no action which will increase the amounts payable by the City under the Agreement.

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the City where required by the Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to

perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.56 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or

proceeding for specific performance or for an injunction.

1.57 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely

responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.58 PROPRIETARY RIGHTS

- A. The Proposer hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Proposer hereunder or furnished by the Proposer to the City and/or created by the Proposer for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other

proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Proposer nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Proposer's performance hereunder.

1.59 VENDOR APPLICATION AND FORMS

Proposer shall be a registered vendor with the City's Procurement Management Division for the duration of the Agreement. It is the responsibility of the Proposer to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

The City maintains an automated vendor address list that has been generated for each specific commodity class item through our electronic bid issuing service, www.bidsync.com. Notices of Request for Qualifications (RFQ'S) are sent by email to the selection of bidders who have fully registered with www.bidsync.com and to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address contact www.bidsync.com.

Section 2-11.1(d) of the Miami-Dade County Code of Ordinances, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying

for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

1.60 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

- F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.61 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the

responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.62 CONFLICT OF INTEREST

The Proposer represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.
- C. Neither the Proposer nor any officer,

director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the City's Attorney. Proposer shall thereafter cooperate with the City Attorney's review and investigation of such information, and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the

public interest or is in any way undesirable; and

- B. Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- C. Represent, directly or indirectly, that any product or service provided by the Proposer or such parties has been approved or endorsed by the City, except as may be required by law.

1.64 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.65 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

1.66 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result

of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of Proposer.

1.68 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the City's Proposer lists, and prohibition from engaging in any business with the City.

1.69 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.70 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Proposer during the Agreement term. The

Proposer is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

1.71 FORCE MAJEURE

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the City or Proposer 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 City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.72 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.73 ANNEXATION

Proposer agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

1.74 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.75 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

2.3 TERM OF ENGAGEMENT

The City anticipates that the contract will have an initial period of and one (1) year term with four (1) options to renew at one (1) year each for a total of five (5) years. Initial contract term and option years, as applicable, will be determined during the negotiation process and shall be specified in resultant agreement.

2.4 REQUESTS FOR INFORMATION

For information concerning specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

(See addendum section of BidSync Site). Please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in www.bidsync.com shall become part of any contract that is created from this RFQ.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Proposers by written addenda. Failure of a Proposer to receive and/or acknowledge any addendum shall not release the Proposer from any obligations under this solicitation.

2.5 SCHEDULE OF EVENTS

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFQ Available	10/15/19
Last Date Receipt of Questions 5:00 pm EST)	11/12/19
Proposals Due (2:00 pm EST)	11/19/19
Evaluation Committee Review Meetings	11/29/19
Oral Interviews with Short List/Ranking	12/12/19
City Commission Resolution to Award	1/21/2020

2.6 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFQ specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at

least ten (10) working days before the Solicitation opening, or at the pre-proposal conference, to allow sufficient time to resolve all discrepancies.

2.7 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Proposer is an independent contractor and not an agent of City. The Proposer shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

2.8 PROTECTION OF PROPERTY

The Proposer shall take extra precaution to protect all property while conducting services. Any damage done by the Proposer shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

2.9 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.10 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 PURPOSE AND INTENT

The City of North Miami Beach is inviting qualified attorneys and/or law firms to submit statements of their qualifications to provide a full range of municipal legal services serving as the City's legal counsel on a contractual or on an In-House basis to the City in response to this Request for Qualifications (the "RFQ").

The City Attorney will perform all duties pursuant to the City of North Miami Beach's Charter and Code of Ordinances. The services sought by the City include, whether in part or in whole, is the attorney of record, or be responsible for the oversight of the attorney of record and to perform all duties pursuant to the City of North Miami Beach's Charter and Code of Ordinances, including, but not limited to the items mentioned herein.

The City is willing to consider one of two options:

OPTION #1: Selecting a qualified Firm to provide legal services under a contractual relationship;

or,

OPTION #2: Hiring a qualified attorney as in-house counsel, along with a team of individuals hired by the City.

3.2 CITY OF NORTH MIAMI BEACH BACKGROUND AND DEMOGRAPHICS

The City of North Miami Beach is a first-tier suburb located in the southeast part of Florida, in northeastern Miami-Dade County. It encompasses an area of approximately 5.3 square miles, with an estimated population of 42,000. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community. Its central location and easy access have made North Miami Beach one of South Florida's best known regional shopping areas, offering a wide variety of recreational, cultural, and dining experiences. The City of North Miami Beach celebrated its 90th Anniversary in 2016.

The City of North Miami Beach owns and operates its own water and sewer utility. The City of North Miami Beach Water Utility is the second largest in Miami-Dade County and one of the biggest in the State of Florida. NMB Water is counseled by a seven-member Public Utilities Commission, which acts as an advisory committee to the Mayor and City Commission regarding decisions on water utility rates, expansions, and expenditures. NMB Water provides potable water service to approximately 180,000 people in the municipalities of North Miami Beach, Aventura, Sunny Isles Beach, Miami Gardens, Golden Beach, and Miami-Dade County..

The City operates under a "**commission-manager system**" form of local government. The Mayor and six Commission members are elected at-large on a non-partisan basis.

The City provides a full range of municipal services including police protection, water and wastewater services, sanitation, recreation, public improvements, streets, planning and zoning, and general administrative services.

The Adopted Fiscal Year 2019/220 Budget is \$163,746,757 and includes a staffing of 341 fulltime employees.

3.3 INTRODUCTORY INFORMATION

The City Attorney is the chief legal officer of the City under the direction and control of the City Commission; and also acts as legal counsel for the City Manager and Department Heads. Among other responsibilities, the City Attorney prepares or revises contracts; is responsible for all litigation; makes recommendations for ordinances, resolutions and other documents or procedures affecting the legal position of the City; provides legal opinions; attends all regular meetings of the City Commission, (i.e., every 3rd Tuesday of the month), any special meetings of the Commission, Commission Workshop, Planning and Zoning Board meetings, and citizen advisory board meetings or other workshops, when necessary. As necessary, the City Attorney may represent the City in court; reviews all contracts and instruments to which the City is a party; enforces City laws and regulations; reviews and analyzes all state and federal legislation affecting the City.

The selected qualified firm and/or qualified attorney shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines. In all professional functions the contracted lawyer should be competent, prompt, and diligent; should maintain communication with City staff and should keep in confidence information relating to representation of a client except so far as disclosure is required or permitted by the Rules of Professional Conduct or by law.

The City desires to hire a qualified firm and/or qualified attorney that possess/possesses experience and expertise in areas of complex local government law including but not limited to the following areas:

1. Procurement/preparation and evaluation of RFQs, RFPs, and bidding issues.
2. Commercial litigation.
3. Elections issues.
4. Code compliance and environmental issues.
5. Labor, employment law, and all HR issues.
6. Ad valorem tax issues.
7. Public works issues.
8. Real estate and real estate related transactions and matters.
9. Land use and zoning matters.
10. Construction and construction-related issues.
11. Sunshine, public records laws, conflict of interest and other ethical issues.
12. Drafting of development agreements, proportionate share and impact fee agreements, traffic impacts and mitigation, platting, and service agreements.
13. Preparation of legislation and/or development of policies and procedures.
14. Monitoring, reviewing, and advising on all state and federal legislation that may affect the City's interest or business and compliance issues.
15. Eminent domain and inverse condemnation.
16. Charter review and preparation of charter amendments/ballot amendments.
17. Police and police-related and/or constitutional issues.
18. Telecommunications and franchise issues.
19. Contract law and administrative law, including interpretation of governmental agency rulings.
20. Corporate and commercial Law.
21. Federal and state grants recipient regulations and compliance.
22. Public Utilities.
23. Special taxing districts.
24. Community Redevelopment Agency (CRA).
25. Law Enforcement Trust Fund (LETF).
26. The Citizens' Independent Transportation Trust (CITT).
27. Various granting agencies, such as The Children's Trust.

3.4 QUALIFICATIONS:

The primary designated attorney shall have a Juris Doctor (JD) degree and licensure to practice law in Florida. A minimum of five (5) years of increasingly responsible legal experience in the practice of Florida municipal law is required. Experience in development/redevelopment is critical. Experience in litigation and public utilities is also highly desirable.

The attorney(s) other than the primary designated attorney (Assistant City Attorney and attorney(s) other than the primary) must have a minimum of five (5) years' experience practicing Florida municipal law and representing municipal governments or other related experience. If proposed Assistant City Attorney has less than the minimum of five (5) years of experience, this shall be specifically mentioned, and the City reserves the right to take this into consideration when evaluating.

The Attorney(s) must be licensed within the State of Florida and be in good standing with the Florida Bar Association. With limited applicability to the City Attorney (not the law firm) he/she shall not, during his/her tenure of office, engage in any private practice of law.

Such experience should include representing municipal governments in facets of daily government operations as well as experience in coordinating and managing the work of other law firms brought in for areas of specialized expertise. Board Certification by individuals of the firm in the field of city, county, and local government law is desired. (duplicated in second paragraph)

The Firm or attorney must be licensed with the State of Florida and be in good standing with the Florida Bar Association. Professional legal services are to be provided on a contractual fee-for services basis (i.e., a combination of retainers and hourly rates).

Experience and knowledge of local governmental and administrative law.

Experience practicing municipal law and, advising elected bodies and administrative boards.

Experience providing counsel to a Florida elected body, operating in the Florida Sunshine Law and public records environment.

Exceptional interpersonal skills, composure, a team-oriented philosophy, and the ability to work with a variety of diverse groups and issues.

Firms are advised and should take into account in the preparation of their Proposal, that the evaluation of the firm's qualifications shall include, but is not limited to, consideration of the Firm's experience in municipal law and experience, availability, capabilities and hourly billing rate of the primary legal advisor to the City. In addition, the City will take into account the experience, availability, capabilities and hourly billing rates of the backup legal advisor(s) and support personnel to the City in the event that the primary legal advisor is unable to represent the City at any given meeting or on any given matter.

3.5 THE CITY ATTORNEY SHALL:

1. Be the attorney of record, or be responsible for the oversight of the attorney of record, in all civil suits, actions and legal proceedings wherein the City Commission, departments, boards, City officials or employees are parties by virtue of their official positions or actions, unless such suits, actions or legal proceedings are assigned by the City to special counsel;

City of North Miami Beach
RFQ No. 19-094-DR
CITY ATTORNEY – PROFESSIONAL LEGAL SERVICES

2. The City Attorney will draft and/or review ordinances, charter amendments, resolutions, contracts, and correspondence;
3. Provide for the defense of all civil suits, actions and legal proceedings brought against the City unless such suits, actions or legal proceedings are assigned by the City to special counsel;
4. Serve as legal adviser to the Mayor, City Commission, Department Directors, and City staff;
5. Render written legal opinions on matters relating to city government and the interpretation, construction and meaning of the charter, statutes, ordinances, resolutions and contracts affecting or pertaining to city government;
6. Prepare or review and approve as to form and legal sufficiency, all City ordinances, resolutions, deeds, contract documents and other legal instruments affecting or pertaining to the City or in which the City is a party;
7. Attend and be present during all Commission regular meetings, workshops and special meetings of the City Commission. The City Attorney shall represent the Commission at each of these meetings, provide appropriate legal advice and/or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Commission. When requested by the City Commission, attend meetings of special committees of the City Commission and meetings of City boards;
8. Perform all duties and functions imposed by general or special laws upon City attorneys;
9. Monitor the performance of any duties assigned to special counsel;
10. Assist in the drafting and review of the City's Comprehensive Plan and any amendments thereof;
11. Keep the City Commission and City staff informed of new laws or judicial opinions that could affect the City in any way;
12. As requested, the City Attorney shall advise on insurance matters coordinated by the Risk Manager. The City Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution of official duties with the City. When the City's insurance coverage is activated on a given matter, the City Attorney shall cooperate as necessary with the legal counsel designated by the City's liability insurance carrier to ensure that the matter is dealt with in an expedient and professional manner;
13. As requested, the City Attorney will provide the city staff with assistance and legal counsel relating to the acquisition or sale of real property and in the review or preparation of deeds, easements and title matters;
14. As requested, the City Attorney will provide the North Miami Beach Police Department with legal counsel and/or coordination on certain Confiscated Property Fund matters, Nuisance Abatement matters, and other matters primarily under the jurisdiction of the North Miami Beach Police Department;
15. The City Attorney will perform other legal research and provide legal advice as requested by the Mayor, City Commission, or City staff;
16. Participate in labor and other negotiations when requested;

17. Submit (monthly) reports of activities performed, including but not limited to status and updates on active files, and prepare an annual report of all Legal matters concerning the City requested during the annual audit;
18. When requested, interview witnesses, take testimony, review reports, and conduct legal research;
19. The selected attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally Accepted Accounting Principles, and the City reserves the right to determine record-keeping methods in the event of non-conformity.

3.6 REQUIREMENTS OF PROFESSIONAL SERVICES

1. Attendance at all meetings of the City Commission. These are routinely scheduled at 6:00 pm on the third Tuesday of each month and 5:00 pm on the fourth Thursday of every month. The number of special and/or cancelled meetings may vary each month and are scheduled as required. The City Attorney shall represent the Mayor and Commission at each of these meetings, provide appropriate legal advice and/or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Commission.

The City Attorney shall attend City Commission meetings and workshop sessions as needed. In addition, the City Attorney will attend City committee meetings or other meetings as requested by the City Manager or Commission when items under consideration warrant legal input.

2. The City will provide the attorney with dedicated office space located at City Hall, from which they will conduct City business, five days a week. This accommodation is being made to help facilitate city administration with legal assistance, conduct meetings and obtain legal advice while onsite.

As requested, the City Attorney will:

3. Draft and/or review ordinances, charter amendments, resolutions, contracts, and correspondence.
4. Provide legal consultation on some City insurance matters; and provide legal advice or written opinions to City staff on matters related to their official duties.
5. As required by formal authorization of the Mayor and/or City Commission, the City Attorney shall prosecute and defend the City on all civil complaints, suits or controversies in which the City is a party, including the Board of Adjustment and Code Enforcement Board in certiorari proceedings. Specifically, the City Attorney is responsible for prosecuting and defending the City in civil action when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage. The City Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution of official duties with the City. When the City's insurance coverage is activated on a given matter, the City Attorney shall cooperate as necessary with the legal counsel designated by the City's liability insurance carrier to ensure that the matter is dealt with in an expedient and professional manner.
6. As requested, the City Attorney will provide the City staff with assistance and legal counsel relating to the City's acquisition or sale of real property and in the review or preparation of deeds, easements and title matters.
7. As requested, the City Attorney will provide the Police Department with legal counsel and/or coordination on certain Confiscated Property Fund matters, nuisance abatement matters, and other matters primarily under the jurisdiction of the Police Department and other police-related matters.

8. As requested by City staff, boards, or City Commission members, the City Attorney will review situations in which laws, regulations or rules can reasonably be construed to impact the City's interests.
9. The City Attorney will provide a monthly concise update on litigations & special projects to the Mayor and City Commission.
10. The City Attorney will perform other legal research and provide legal advice as requested by the Mayor, City Commission, or City staff.
11. Remain current on federal, state and Florida local government law and legislative issues that may pertain to the operation of the City and provide direction, as appropriate, to the Mayor, City Commission and staff.
12. Participate in labor and other negotiations when requested.
13. Submit (monthly) reports of activities performed, including but not limited to status and updates on active files. Invoices shall be submitted (monthly) for services rendered.

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

Respondents shall submit One (1) original complete proposal package, eleven (11) duplicate copies of said package and one (1) flash drive or CD copy, to the City of North Miami Beach Procurement Management Division – Attention: Procurement Management Division, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162 on or before the due date stipulated above. All packages shall be clearly marked “**RFQ No. 19-084-DR City Attorney – Professional Legal Services**”.

Proposal packages shall be clearly divided using the below format with tabs and titles indicating sections as prescribed:

Proposals are to be submitted accompanied by pertinent information relating to the responder’s experience, qualifications, personnel, availability and capability to provide and perform all of the professional services necessary in a complete, effective and timely manner. In addition to the information and documents requested above, each Proposal shall include:

1. Title Page & Table of Contents:

List the RFQ subject, the name of the attorney/firm, address, telephone number, facsimile, email address, contact person and date. Include a clear identification of the material included in submittal by page number.

2. Identification of Principal, Secondary and other Representatives:

With regard to the Firm or attorney proposed under this solicitation, describe your general qualifications for providing municipal legal services. Include the following specific information related to this proposal:

- a) Name(s) of attorneys proposed to provide services to the City;
- b) Provide the lead attorney that will be the main contract with the City. This individual is expected to remain the responsible attorney throughout the engagement. Provide the name of the secondary attorney who will serve in the absence of the lead attorney.
- c) Identify specific areas of certification and experience by individual and curriculum vita for each attorney who will be serving the City. This information should include relevant academic training and degrees, description of prior experience in law areas described in the scope of services, number of years with the firm, areas of responsibility with the firm, and other background or experience which may be helpful (including board certifications; experience in advising entities on Florida Sunshine and public records law, legislative and quasi-judicial bodies; Alternative Dispute Resolution (ADR) training, experience and success record of advocacy in mediation and arbitrations; litigation experience and track record, municipal or other public sector experience or any other relevant experience and training);

3. Identify specific experience providing legal services to local governments in the following areas:

- a) ethics & public records;
- b) general municipal law;
- c) workers compensation;

- d) land use and zoning;
 - e) code enforcement;
 - f) utilities (particular emphasis on water and wastewater);
 - g) labor;
 - h) forfeiture;
 - i) municipal bonds;
 - j) pension
4. Provide a list and explanation of any ethics complaints filed against the law firm, any attorney in the law firm or any attorney proposed under this solicitation and a list of any disciplinary procedures taken against any current member of the firm or attorney proposed under this solicitation by the Florida Bar Association or any relevant State regulatory agency within the last ten years.
- NOTE: Attorneys proposed under this solicitation shall not have been disciplined by the Florida Bar Association during the past 10 years;*
5. Identify potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, or clients, including, but not limited to, other municipalities, governmental, and/or quasi-governmental entities;
6. Provide a list of other municipalities or other governmental entities currently being represented by the firm or attorney proposed under this solicitation;
7. Any malpractice claims against the firm, any of the attorneys in the firm or any attorney proposed under this solicitation in the last ten years;
8. With regard to the Firm or attorney proposed under this solicitation, describe your approach to providing legal services to the City. Include the following specific information related to this proposal:
- a) How you would structure the working relationship between the City Attorney's Office, the City Manager and the Mayor and Commission, (Specifically identify in this section if proposing under Option #1 or Option #2);
 - b) Areas of expertise where you anticipate requiring the use of special outside counsel.

If proposing under Option #1 - Contracted Services:

1. Proposed staffing for the City Attorney's office by the firm;
2. Work Load: List any schedule commitments on the part of the primary or backup designees e.g. meeting requirements of other municipalities or government entities represented by your Firm) that may conflict with the meeting schedule for the City of North Miami Beach.
3. The structure of compensation and fees you will charge the City as well as projected budgeted costs of the relationship with the City. Specifically, the firm shall identify the personnel and resources to be provided under a monthly lump sum amount for general city attorney services. The firm shall also

identify any services not included within this monthly lump sum amount and the proposed manner (hourly rate; negotiated fixed amount; etc.) these additional services will be billed. For purposes of this solicitation, services not identified as being outside general city attorney services will be considered covered under the monthly lump sum amount to be negotiated.

If proposing under Option #2 - In-House Counsel:

1. Proposed staffing for the City Attorney's Office, including proposed positions and functions each is anticipated to perform.
2. Proposed methodology and timeframe anticipated for recruiting each position;
3. The salary range being sought for City Attorney and proposed compensation package.

5.0 EVALUATION/SELECTION PROCESS FOR OPTION #1
A QUALIFIED LAW FIRM TO PROVIDE LEGAL SERVICES
UNDER A CONTRACTUAL RELATIONSHIP

An Evaluation/Selection Committee will review and evaluate the Proposals submitted. An independent review and ranking will be conducted for firms submitting for “Option #1” and/or attorneys submitting for “Option #2”

- A. The City Manager established an Evaluation/Selection Committee of a minimum of (4) four Members to review Proposals. The Evaluation/Selection Committee shall conduct an evaluation of the firms. The Evaluation/Selection Committee may require follow-up interviews and/or presentations as part of the evaluation process and ranking.
- B. The Evaluation/Selection Committee will evaluate and rank all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A Firm may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the Evaluation/Selection committee.

Criteria for Evaluation	Available Points
Approach to Providing City Legal Services	30
Experience, Qualification & References (City Attorney/Firm and Proposed Staff)	40
Litigation	15
Conflict of Interest/Ethical Considerations	10
Location (Proximity to City of North Miami Beach City limits)	5
Total Points	100

The full Evaluation/Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm. The Evaluation/Selection Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview/presentation session.

A. Criteria

1. Approach to Providing City Legal Services (Possible 30 Points)

- a) Provide a proposed transition approach and/or strategy for handling current cases or legal matters. If this section is not applicable to your situation, explain why.
- b) Provide a description of the approach that will be used and manner in which the respondent would recommend the provision of Legal Services to the City, to include, but not limited to objectives, scope, and methodology.

- c) Information needed from the city to accomplish work during contract performance or prior to contract award and how the firm will successfully accomplish the work if such information is not obtained.
- d) Describe the firm's approach toward providing proactive legal services, which will minimize claims and litigation, and measures that will be used to stay within established budget. Describe how you would propose to handle a situation when over budget.

2. **Experience, Qualification & References (City Attorney/Firm and Proposed Staff) (Possible 40 Points)**

- a) Provide a current resume of the primary attorney who will assume the responsibility under this contract. This information should include relevant academic training and degrees, description of prior experience in law areas described in the scope of services, number of years with the firm, areas of responsibility with the firm, and other background or experience which may be helpful in evaluating this proposal (board certifications; experience in advising entities on Florida Sunshine and public records law, legislative and quasi-judicial bodies; Alternative Dispute Resolution (ADR) training, experience and success record of advocacy in mediation and arbitrations; litigation experience and track record, municipal or other public sector experience; zoning & land use experience; or any other relevant experience and training.)
- b) Provide the information above for the proposed back-up legal representative(s) for the City.
- c) Provide the information above for any other personnel, if appropriate.
- d) Identify municipal court litigation 'win/loss' history (lawsuits, etc.). Number of litigation cases won and lost, type of cases, and financial outlay.

3. **Litigation (Possible 15 points)**

- a) Provide a list of all judgments or lawsuits against each attorney and/or the firm in the last seven (7) years, including the nature of the lawsuit and the resolution thereof. Provide a list of all lobbyist(s) employed by your firm and areas in which they lobby.

4. **Conflict of Interest/Ethical Considerations (Possible 10 Points)**

- a) List any clients you currently represent that could cause a conflict of interest with your responsibilities to the City. Describe how you would be willing to resolve these or any future conflicts of interest.
- b) List any potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, clients, or any other entities.
- c) Provide a list of other municipalities or other governmental entities currently being represented by the firm or attorney(s) proposed under this solicitation.
- d) Provide a list and explanation of any ethics complaints filed against each attorney and/or the firm or any attorney proposed under this solicitation by the Florida Bar Association or any relevant State regulatory agency within the past ten (10) years.

5. **Location (Possible 5 Points)**

- a) Within Miami-Dade, Broward and Palm Beach Counties
- b) Within Miami-Dade, and Broward Counties
- c) Outside Miami-Dade, Broward, & Palm Beach Counties, but within the State of Florida

Provide the address of the primary office that will be providing legal services to the City.

Provide a list and description of ownership, office location, and principal office where the majority of the City's work will be performed and contact information.

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation/Selection Committee during the evaluating and ranking of Respondents by establishing a general frame work for those deliberations.

- B.** The City of North Miami Beach reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.
- C.** The successful Firm shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful FIRM prior to recommendation of final award to the City Commission.
- D. Final Selection** - The Mayor and City Commission may require presentations of the top ranked firm during a public meeting and shall ratify final recommendation provided/presented by the Evaluation Committee.

5.0 EVALUATION/SELECTION PROCESS FOR OPTION #2

A QUALIFIED ATTORNEY AS IN-HOUSE COUNSEL, ALONG WITH A TEAM OF INDIVIDUALS HIRED BY THE CITY

An Evaluation/Selection Committee will review and evaluate the Proposals submitted. An independent review and ranking will be conducted for firms submitting for “Option #1” and/or attorneys submitting for “Option #2”.

- A. The City Manager established an Evaluation/Selection Committee of a minimum of (4) four Members to review Proposals. The Evaluation/Selection Committee shall conduct an evaluation of the statements of qualification for the attorney. The Evaluation/Selection Committee may require follow-up interviews and/or presentations as part of the evaluation process and ranking.
- B. The Evaluation/Selection Committee will evaluate and rank all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. An individual may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the Evaluation/Selection committee.

Criteria for Evaluation	Available Points
Approach to Providing City Legal Services	40
Experience, Qualification & References (City Attorney and Proposed Staff)	30
Litigation	20
Conflict of Interest/Ethical Considerations	10
Total Points	100

The full Evaluation/Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each attorney. The Evaluation/Selection Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted attorneys to an interview/presentation session.

C. **Criteria**

1. **Approach to Providing City Legal Services (Possible 40 Points)**

- a) Provide a proposed transition approach and/or strategy for handling current cases or legal matters. If this section is not applicable to your situation, explain why.
- b) Provide a description of the approach that will be used and manner in which the respondent would recommend the provision of Legal Services to the City, to include, but not limited to objectives, scope, and methodology.
- c) Information needed from the city to accomplish work during contract performance or prior to contract award and how the attorney will successfully accomplish the work if such information is not obtained.

- d) Describe your approach toward providing proactive legal services, which will minimize claims and litigation, and measures that will be used to stay within established budget. Describe how you would propose to handle a situation when over budget.

2. Experience, Qualification & References (City Attorney and Proposed Staff) (Possible 30 Points)

- a) Provide a current resume of the attorney who will assume the responsibility under this contract. This information should include relevant academic training and degrees, description of prior experience in law areas described in the scope of services, number of years with the firm, areas of responsibility with the firm, and other background or experience which may be helpful in evaluating this proposal (board certifications; experience in advising entities on Florida Sunshine and public records law, legislative and quasi- judicial bodies; Alternative Dispute Resolution (ADR) training, experience and success record of advocacy in mediation and arbitrations; litigation experience and track record, municipal or other public sector experience; zoning & land use experience; or any other relevant experience and training.)
- b) Provide the information above for the proposed back-up legal representative(s) for the City.
- c) Provide the information above for any other personnel, if appropriate.
- d) Identify municipal court litigation 'win/loss' history (lawsuits, etc.). Number of litigation cases won and lost, type of cases, and financial outlay.

3. Litigation (Possible 20 points)

- a) Provide a list of all judgments or lawsuits against each attorney in the last seven (7) years, including the nature of the lawsuit and the resolution thereof. Provide a list of all lobbyist(s) employed by the individual and areas in which they lobby.

4. Conflict of Interest/Ethical Considerations (Possible 10 Points)

- a) List any clients you currently represent that could cause a conflict of interest with your responsibilities to the City. Describe how you would be willing to resolve these or any future conflicts of interest.
- b) List any potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, clients, or any other entities.
- c) Provide a list of other municipalities or other governmental entities currently being represented by the attorney(s) proposed under this solicitation.
- d) Provide a list and explanation of any ethics complaints filed on the individual by the Florida Bar Association or any relevant State regulatory agency within the past ten (10) years.

- D. The City of North Miami Beach reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.
- E. The successful attorney shall be required to execute an employment contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

- F. **Final Selection** - The Mayor and City Commission may require presentations of the top ranked attorneys during a public meeting and shall ratify final recommendation provided/presented by the Evaluation Committee.

END OF SECTION

SECTION 6.0 REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- 6.1 Statement of “No” Bid
- 6.2 Acknowledgement of Addenda
- 6.3 Bid Signature Page for Cooperation
- 6.4 Bid Signature page for Sole Proprietor or Partnership
- 6.5 Drug Free Workplace Program
- 6.6 Solicitation, Giving, and Acceptance of Gifts Policy
- 6.7 Source of Information
- 6.8 Indemnification Clause
- 6.9 Sworn Statement pursuant to section 287.133 (3) (a) Florida Statutes on Public Entity Crimes
- 6.10 Anti-Kickback Affidavit
- 6.11 Non-Collusive Affidavit
- 6.12 Proposer Questionnaire
- 6.13 Proposer Experience

6.1 STATEMENT OF “NO” PROPOSAL

If your company will **not** be submitting a Proposal in response to Request for Qualifications, please complete this Statement of “No” Proposals Sheet and return, prior to the RFQ Due Date established within, to:

**The City of North Miami Beach
Procurement Management Division, Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162**

This information will help the City of North Miami Beach in the preparation of future Bids and RFQ's.

Bid/RFQ/RFQ Number: _____ Title _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for “NO” Proposal:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the RFQ.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

6.2 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

6.3 PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President _____	
Vice-President _____	
Secretary _____	
Treasurer _____	
Registered Agent _____	

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

Post Office Address

PROPOSER:

(CORPORATE NAME)

PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [] NO []

If no, give address of principal place of business: _____

6.4 PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

PROPOSER

(FIRM NAME)

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

CITY in which fictitious name is registered.

Attach a copy of proof of registration

6.5 DRUG-FREE WORKPLACE PROGRAM

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

6.6 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - “No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.”... The term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

_____ SIGNATURE	_____ PRINTED NAME
_____ NAME OF COMPANY	_____ TITLE

Failure to sign this page shall render your bid non-responsive.

6.7 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

- 1. www.Citynmb.com
- 2. www.BidSync.com
- 3. Daily Business Review
- 4. The Miami Herald
- 5. Referral/word-of-mouth Specify Source: _____
- 6. Search Engine/Internet search
- 7. E-mail, newsgroup, online chat Specify Source: _____
- 8. Banner or Link on another website
- 9. Flyer, newsletter, direct mail Specify Source: _____
- Other Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

6.9 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day _____, 20____

Personally known _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

6.12 PROPOSER QUESTIONNAIRE

1. Today's Date: _____
2. Name of Company Submitting Proposal: _____
3. How many years has your firm been in business under its present business name? _____
3. Under what other former name(s) has your firm operated? _____

4. Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____

5. Has the Proposer or any principals of the firm failed to qualify as a responsible Proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes
If yes, please explain: _____

6. Has the Proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFQ. Please attach certificate of competency and/or State registration. _____

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):

9. State the name and title of the individual who will have personal management of the work: _____

10. State the name and address of attorney, if any, for the firm: _____

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: _____

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: _____

13. Bank references:

<u>BANK NAME</u>	<u>ADDRESS (CITY, STATE, ZIP)</u>	<u>PHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

14. Firm has attached a current Certificate of Liability Insurance? Yes No

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

16. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship
_____	_____
_____	_____

FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

NAME & TITLE, TYPED OR PRINTED

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor: _____

Client Name: _____

Address: _____

Client Contact name: _____

Title: _____

Phone number: _____

Email: _____

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.j

REGULAR MEETING

TO: Honorable Mayor & Members of the
Biscayne Park Village Commission

FROM: David Hernandez, Interim Village Manager

DATE: March 18, 2020

TITLE: Village Manager Recruitment process

Recommendation

Discussion and consensus on the selection process and all of the related tasks and actions required.

Background

Following the removal of Krishan Manners, the discussion and implementation of the selection process for a new Village Manager is required which details all of the required steps and timelines.

Resource Impact

Advertisement of the position.

Attachment(s)

- Village Manager position posting.
 - Village Manager selection process.
 - List of action items in order to determine date/time requirements.
 - Indian Creek Village – Manager selection
 - Miami Beach – Manager position
-

Prepared by: Roseann Prado, Village Clerk



VILLAGE OF BISCAYNE PARK

640 NE 114th Street – Biscayne Park, FL 33161

Telephone: 305 899 8000 - Facsimile: 305 891 7241

www.biscayneparkfl.gov

Village Manager

Biscayne Park, FL

(Population 3,055 per 2010 Census)

BACKGROUND

The Village of Biscayne Park, a residential community with no commercial property, is located in the northeast section of Miami-Dade County. It serves an area of approximately .69 square miles accented by lush medians and a rich tree canopy. There are only a handful of undeveloped lots in this residential enclave, where the 2013 preliminary average assessed value is \$164,596 according to the Miami Dade County Property Appraiser's Office. Architectural styles of houses are nearly as varied as the cultures represented in the Village's 3,055 residents, all blended together in a quiet, peaceful and relaxed "park" setting.

THE GOVERNMENT

The Village Commission is comprised of a Mayor and four Commissioners. Elections are held every two years where voters vote for three Commissioners. The next municipal election is scheduled for Tuesday, December 3, 2013. The top two vote getters receive a four-year term and the third receives a two-year term. At the first Commission meeting following an election, the Commission selects a Mayor. The Commission-Manager form of government is based on the premise that the responsibility for policy rests with the Village Commission and the responsibility for daily administration and execution of policy rests with the Village Manager.

Under the Charter, the only two positions appointed by the Village Commission are the Village Manager and the Village Attorney. The Village Manager has the full power to hire and fire all other employees. Some are subject to the provisions of collective bargaining agreements (the

Police Benevolent Association for the Police Department, and the Painters & Allied Trade Union for the Public Works department).

The Village's assessed value is presently \$132 million from last year's value of \$129 million. The budget for FY 2012-13 is approximately \$3.2 million with a millage of 9.500.

The Village has 29 full time employees and 4 part time employees. For a small Village, it provides all the standard services that much larger cities provide with the exception of Fire Rescue (which is provided by Miami-Dade County). The Village provides public safety (police and code compliance), public works (including sanitation services), parks & recreation and general government services such as building/permitting and finance. Residents expect and receive a high level of service that is provided as efficiently as possible.

THE IDEAL CANDIDATE

The Village is seeking a motivated, experienced, and proactive individual with outstanding communication skills. The individual will be someone who keeps the elected officials well informed and presents them with recommendations and options, will focus on the day-to-day, and will also assist the Village in planning for a better tomorrow. She/he will be a skilled leader, consensus builder and mentor, and who will empower staff to continue to provide efficient and friendly municipal services to meet community expectations.

REQUIRED QUALIFICATIONS

The ideal candidate will have at least five (5) years progressive senior level experience in a municipality. The individual is expected to have at least a bachelor's degree in business administration, public administration, urban planning, law, finance, non-profit, or related field. Individuals with other particularly strong credentials will also be considered, such as a demonstrable record of strong fiscal management. A successful candidate must be able to be bondable and provide a surety bond acceptable to the Village, at Village cost. Membership in the International City/County Management Association (ICMA) and the Florida City and County Management Association (FCCMA) is a plus, as is participation in local professional organizations and civic activities.

DUTIES

The Village Manager is responsible for the day-to-day operations of the Village in providing a full line of services to its residents under the provisions of the Village Charter and its Code of Ordinances. This is a full-time position; the hours are as necessary to fulfill the duties and include evening Commission meetings. The duties outlined in the Village Charter are:

1. Responsible for the hiring, supervision and removal of all Village employees.
2. Direct and supervise the administration of all departments and offices, but not Village boards, agencies, committees or authorities, unless directed by the Commission from time to time.

3. Attend all Commission meetings and have the right to take part in discussion but not the right to vote.
4. Ensure that all laws, provisions of the Charter and acts of the Commission, subject to enforcement and/or administration by him/her or by officers subject to his/her direction and supervision, are faithfully executed.
5. Prepare and submit to the Commission a proposed annual budget and capital program.
6. Submit to the Commission and make available to the public an annual report on the finances and administrative activities of the Village as of the end of each fiscal year.
7. Prepare such other reports as the Commission may require concerning the operations of the Village agencies, boards, committees, authorities or departments.
8. Keep the Commission fully advised as to the financial condition and future needs of the Village and make such recommendations to the Commission concerning the affairs of the Village as she/he deems to be in the best interests of the Village.
9. Execute contracts, deeds and other documents on behalf of the Village as authorized by the Commission.
10. Appoint a Clerk. The Manager cannot appoint himself/herself as Clerk.
11. Perform such other duties as are specified in the Charter or as may be required by the Commission.

Other attributes of the successful candidate for the Village Manager for the Village of Biscayne Park include:

- A confident, intelligent, accessible, forward-thinking, pro-active, entrepreneurial, transparent, consensus building leader who listens to residents and knows how to effectively empower staff and to work effectively with other units of local government in the area.
- Ability to “roll up your sleeves” and work alongside your department heads.
- Ability to formulate and implement strategies and make organizational and resource decisions consistent with the goals and objectives established by the Village Commission in an efficient service delivery system.
- Knowledge of financial and budget management and the principles and practices of public administration, leadership and supervision.
- An excellent communicator both verbally and in writing and a person who can deal effectively with conflict; a bridge builder.
- Skills in interpersonal relations, analytical problem solving; effective decision-making and negotiation, facilitation, and effective presentations.
- Ability to respond with a high customer service orientation to citizens of the community.
- Ability to work effectively with a multi-ethnic citizenry.
- Ability to make reasoned, well-thought-out decisions.
- Ability to set and follow priorities to manage multiple projects simultaneously and effectively.
- Ability to plan and implement complex projects and to successfully evaluate their outcomes.
- Able to gather, organize, examine and evaluate data and/or information objectively and to recommend action to the Village Commission and others on that analysis.
- Ability to prepare and review financial documents.
- A dedicated professional with a strong work ethic.

- A trustworthy team player who is open and honest and who is a visionary.
- Possesses unquestionable integrity and ethics.
- Willingness to participate and take part in community consensus building and events.
- Amenable to change.

COMPENSATION

Salary commensurate with experience and budget capacity. Benefits include health and life insurance, telephone and automobile allowance; contribution to the Florida Retirement System; budgeted professional association participation dues and subscriptions.

RESIDENCY

Residency within the Village's boundaries is not required. Residency in Miami-Dade County or Broward County will need to be established.

HOW TO APPLY

E-mail resume to villageclerk@biscayneparkfl.gov by Friday, August 9, 2013, at 5:00pm. Questions should be directed to Maria C. Camara, Village Clerk/Human Resources Coordinator at the same e-mail, or by phone at (305) 899 8000 (Mon-Fri 9:00am – 5:00pm).



VILLAGE OF BISCAYNE PARK

640 NE 114th Street – Biscayne Park, FL 33161

Telephone: 305 899 8000 - Facsimile: 305 891 7241

www.biscayneparkfl.gov

Date: July 18, 2013

Re: Selection process for the position of Village Manager as approved by the Village Commission on Wednesday, July 17, 2013:

1. Position posting (attached)
2. Advertising
 - Where:
 - Village of Biscayne Park website under Employment Opportunities and on the home page
 - Miami Dade County League of Cities website under Employment Opportunities
 - Miami-Dade City and County Management Association
 - Miami-Dade County and Broward County websites
 - Florida League of Cities website under FLC eNews / Ken Small C-M's
 - CareerBuilder.com / Monster.com / Yahoo / Governmentjobs.com – One or more of these online job postings with the total cost not to exceed \$250.
 - No newspaper print ad
 - Length: Advertisements will run from Friday, July 19th to Friday, August 9th.
3. Submittal requirements:
 - Candidates are requested to submit a resume to the Village Clerk's office via e-mail with a deadline of Friday, August 9, 2013 at 5:00pm

4. Review Process / Selection Committee

- a. Preliminary Review Process: Between Monday, August 12th and Wednesday, August 14th, the Village Manager and Village Clerk (acting as Human Resources Coordinator) will qualify each resume submitted to confirm the candidates have met the position requirements that were approved by the Village Commission.
- b. Review / Selection Process:

Two (2) Selection Committees will be utilized:

- Resident Committee: Comprised of seven (7) residents. Commissioners will each appoint one member, and two will be appointed at large. Committee member selection will be made at the August 6, 2013, Regular Commission Meeting.
- Miami Dade City and County Manager's Association (MDCCMA) members

On Thursday, August 15th, all qualified resumes will be submitted to each board member of the Resident Committee and to the MDCCMA group.

By Monday, August 26th, the Resident Committee and the MDCCMA will each submit their top ten (10) candidates. The Resident Committee will be required to hold a public meeting to discuss and make their final selections. The meeting for the Review Committee has been tentatively scheduled for Thursday, August 22, 2013, at 6:30pm at the Ed Burke Recreation Center.

On Tuesday, August 27th, the top selected candidates from both groups will be submitted to the Commission.

By Monday, September 9th, the Commission will each submit to the Clerk their top, maximum six (6), candidates.

On Tuesday, September 10th, the Clerk will provide to the Commission the listing of the Commission's top candidates with the number of votes for each. On the same day at the Regular Commission Meeting, the Commission will identify the overall top ten (10) candidates.

5. Interview Process / Final Selection

On Thursday, September 12th, (1st Public Hearing of the FY 2013-14 Budget), the Commission will discuss and establish the timeframe for one-on-one interviews, the date for the panel interview, and the final selection date.

April 8, 2016

Proposed Process / Schedule for Village Manager Selection

Day	Date	Action
Monday	4/11/2016	The commission will be provided with a draft of the criteria for the Village Manager position as well as the recommended selection process which includes: <ul style="list-style-type: none"> - Position criteria - Submittal requirements - Where to advertise and how long - Review process / Selection Committee - Interview process - Timeline
		The commission to submit to the Village Clerk their recommendations for additions/changes/deletions to the draft and recommended process
		Special Commission Meeting at 6:30pm to confirm the position criteria and selection process
		Advertise (newspapers, website, professional organizations such as the Florida League of Cities, Miami Dade County League of Cities, Miami Dade County Manager's Association)
		Deadline to submit resumes
		Review submittals to identify the candidates that met the position requirement approved by the Commission
		Submit verified candidates to the Miami Dade County Manager's Association for their review and selection of top candidates
		Manager's Association to identify the top 3-5 candidates; resumes of top candidates to be forwarded to the commission
		Village Clerk Camara to contact and schedule top candidates for individual interviews with the Mayor and each commissioner (Mayor and Commissioners to provide their available schedule.)
		Individual interviews
		Special Commission Meeting at 6:30pm for final "panel interview" of the top candidates with the entire commission
		Regular Commission Meeting at 7:00pm to announce selection of candidate for the Village Manager position, and to determine the timeline to negotiate the contract and start date.



INDIAN CREEK VILLAGE, FLORIDA

JOB ANNOUNCEMENT

Job Status: Open and accepting Resume's

Village Manager

Indian Creek Village, Florida is seeking qualified and highly motivated candidates to fill the position of Village Manager. In order to be considered for this position, candidates must have a bachelor's degree from an accredited college or university in Public Administration or related field. Five (5) years of experience in local government administration. Salary is negotiable based on experience.

Resume's, may be submitted online, by email to mlima@icvps.org or mailed to

Village Clerk
9080 Bay Drive
Indian Creek, FL 33154

Applications must be received by January ____, 2020
Indian Creek is an Equal Opportunity Employer and a Drug Free Workplace.



INDIAN CREEK VILLAGE, FLORIDA

VILLAGE MANAGER

DEPARTMENT: Executive

GENERAL DESCRIPTION:

Highly responsible administrative, professional and management work directing and coordinating all phases of the general municipal government. Work involves the supervision of all activities related to the Village in accordance with the policies determined by the Village Council, Village Charter, and applicable laws and ordinances.

Essential Job Functions:

- Directs and manages the overall effort of Village government. Appoints department heads and acts as appointing authority for Village employees. Coordinates the efforts of the various departments under the Village governmental structure.
- Administers through subordinate department heads such functions as public safety, planning, zoning, community development, financial operations and budgets, inspection services, utility operations and related functions.
- Prepares and submit the annual budget, budget message, and capital improvements to the Village Council. Keeps the council members fully advised as to the financial condition and future needs of the Village. Submits recommendations to Village Council for their discussion and approval concerning the efficient operation of the Village government. Keeps the Village Council informed on Village operation and activities. Makes plans and recommends future programs of the Village's Strategic Plan.
- Maintains community respect through good public relations and by keeping residents informed of Village progress and policies. Discusses problems and complaints concerning the Village operations with residents or referral to appropriate official for action.
- Engages in complex contract negotiations.
- Attends all meetings of Village Council
- Prepares monthly report to Village Council outlining the event/activities occurring within the Village.
- See that all laws, provisions of the Charter, and acts of the Council subject to his/her direction and supervision are faithfully executed.
- Organizes Village functions; appoints, trains, disciplines, suspends and removals when necessary.
- Shall provide all administrative services as required by the Village Council.

Minimum Qualifications:

Knowledge, Ability, and Skills:

- **Knowledge of laws and administrative policies governing municipal activities and operations of municipal government.**
- **Ability to delegate authority and responsibility to subordinate department heads and to maintain an efficient and effective organization.**
- **Ability to express oneself clearly orally as well as in written form.**
- **Ability to perform basic computer skills**
- **Ability to appear before groups of residents and the Village Council to present date and programs which enhance the continued efficient operation of the Village.**

Education and Work Experience:

Graduation from an accredited four (4) year college or University with a Bachelor's Degree in Business Administration, Public Administration, or a related field supplemented by course work in Management. Extensive experience in a responsible administrative/management position in municipal government.

Note: *These functions and qualifications are not to be rendered as a complete statement of all duties performed. Employees are required to perform other job-related tasks as required.

1001 - CITY MANAGER

NATURE OF WORK

Highly responsible administrative and managerial work in the operation of a full-service City government.

ILLUSTRATIVE EXAMPLES OF ESSENTIAL DUTIES

Directs and coordinates work of the staff and operating departments; hires and fires staff; administers the personnel system, deals with employees.

Monitors and controls financial affairs of the City; prepares and implements budget.

Relates to neighboring jurisdictions, the county, state and federal government, other governmental agencies, local citizens, interest groups, vendors and contractors; conducts press relations and public relations.

Carries out directives from the City Commission; responds to, and solves citizen problems; devises policy recommendations, problem solves, advises City Commission of recommendations.

Directs the development of policies and procedures relative to collective bargaining negotiations, interpretation, and Human Resources administration, and special projects assigned by the City Commission.

Directs the City's collective bargaining negotiations, contract agreements, impasse proceedings, grievance and related employee-relations activities;

Oversees the development of liaisons to various City Boards and Committees: Tourist & Convention Center Expansion Authority; Community Benefits Committee; Convention Center Advisory Board; Visitors and Convention Authority; Community Affairs Committee; Black Box Committee; and the Greater Miami Convention and Visitors Bureau.

Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES

Extensive knowledge of public management and organization theories, principles, practices and techniques at the local level; thorough knowledge of the organization, function, and methods of operation of the City's legislative and executive staff and departments;

Extensive knowledge of the basic laws, ordinances and regulations underlying the municipal corporation; thorough knowledge of municipal finances and administration;

Ability to analyze a variety of complex administrative problems, to make sound recommendations for their solutions, and to prepare working procedures;

Ability to express ideas effectively, both orally and in writing; ability to establish and maintain effective working relationships with other City officials, employees and the general public;

Ability to plan, supervise, and coordinate the work of subordinates.

1001 - CITY MANAGER

MINIMUM REQUIREMENTS

Bachelor's degree from an accredited college or university. Two (2) years recent experience as a City Manager or as a CEO of a government or private organization. An equivalent combination of training and experience may be substituted. Demonstrated professional management, leadership, and communication skills, including fiscal, planning, human resources, labor relations, private/public joint ventures, tourism and municipal operations. Experience in dealing effectively with diverse cultures and in economic and community development. City of Miami Beach residency is preferred. Experience can substitute for education on a year-for-year basis.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to communicate and interact effectively with other employees and the public through the use of the telephone and personal contact. Physical capability to use and operate effectively various items of office-related equipment, such as, but not limited to, word processor, calculator, copier, and fax machine. No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, sitting, standing, pushing, and pulling. Strong stamina for complex work and able to work long hours. Ability to read extensively and quickly. Ability to retain the substance of reading materials. Ability to get with others, delegate responsibility and energize subordinates and seek to reconcile divergent points of view.

SUPERVISION RECEIVED

Work is performed with substantial latitude for independent judgment subject to review by the City Commission.

SUPERVISION EXERCISED

Plans, organizes, and directs City departments.

Rev. 11/98