



The Village of Biscayne Park

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA REGULAR VIRTUAL COMMISSION MEETING VIRTUAL PUBLIC MEETING

Tuesday, June 02, 2020 7:00 pm

Meeting ID: 979 8574 5521

Please read the virtual meeting instructions attached



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 Vice-Mayor Nomination



5 Presentation

5.a - Waste Pro - Kenneth Rivera, Division Manager of Waste Pro of Florida, Inc.

5.b - FDOT project on 6th Avenue - Proposed **Resolution 2020-25 - FDOT proposed improvements to 6th Avenue**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING AND ACCEPTING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S PLANS FOR THE PROPOSED STREET IMPROVEMENTS ON NORTHEAST 6th AVENUE FROM 121st STREET TO 113th STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

6 Additions, Deletions or Withdrawals to the Agenda

At this time, any member of the Village Commission or the Village Manager may request to add, change, or delete items from the agenda.

7 Public Comments Related to Agenda Items / Good & Welfare

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

8 Information / Updates

9 Consent Agenda

Items listed under Consent Agenda are viewed to be routine, and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then the item(s) will be removed from the Consent Agenda and will be considered separately.

9.a Acceptance of Commission Minutes

- Regular Virtual Commission Meeting May 05, 2020

- Special Virtual Commission Meeting May 19, 2020

10 Ordinances

None

11 Resolutions

11.a



Resolution 2020-26 - Miami-Dade County Property Appraiser - Access to Certain Exempt Information

11.b Resolution 2020-27 - Tree Matching Grant Program



11.c



Resolution 2020-28 - GMS Financial Services - extension of agreement

11.d Resolution 2020-29 - Calvin Giordano extension of agreement



12 Old Business

12.a Whistleblower - by Commissioner Samaria

12.b Gray Robinson Invoices - by Commissioner Samaria

12.c Manager's Report - by Commissioner Kennedy

12.d Change of Compensation for Commission - by Mayor O'Halpin

12.e Discussion on Chief of Police contract - by Commissioner Samaria

13 New Business

13.a



General Election November 3, 2020 - Candidates Qualifying Date Revised

13.b Calendar of Village Responsibilities - by Commissioner Kennedy

13.c Discussion on Construction Site Requirements - by Commissioner Ross

14 Request for placement of items on next meeting agenda

Through general consensus a member of the Commission may request an item be placed on the next agenda for discussion (New Business) or as a Resolution/Ordinance.

15 Reports

15.a Village Attorney

15.b Village Manager

15.c Board / Committee Reports

15.d Commission

- Mayor O'Halpin
- Vice Mayor Tudor
- Commissioner Kennedy
- Commissioner Ross
- Commissioner Samaria

16 Announcements

- **Next Commission Meeting - Tuesday, July 07, 2020 7:00 pm**

17 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 meeting on June 02, 2020 at 7:00 pm with Social Distancing Modifications

The Village of Biscayne Park is using Zoom to hold the Virtual Public Meeting via communications media technology as authorized by Governor DeSantis' Executive Order 2-69. Members of the public may also use Zoom to view and participate in the meeting online. Zoom is a cloud platform for video and audio conferencing, collaboration, chat and webinars across mobile devices, laptops, desktops, telephones and room systems.

Public Comment

Anyone who wishes to provide public comment will be able to do so by participating in the Village Commission meeting via the Zoom platform and/or telephone by speaking during public comment portions of the meeting when recognized per the instructions below or by submitting written comments, evidence and/or written testimony in advance of 24 hours no later than two (2) hours before the meeting via email to the Village Clerk at villageclerk@biscayneparkfl.gov.

Instructions on How to Watch, Listen and/or Participate in the Virtual Meeting

To access the Zoom Virtual Public Meeting of June 02, 2020 at 7:00 pm, you have the following options:

Zoom meeting instructions for the public participants:

Download the “Zoom Client for Meetings” to your computer or laptop here: <https://zoom.us> and click on Join a Meeting. . When prompted to join a meeting, enter the meeting ID. Use the link below to join the meeting.

If you are using a tablet or smartphone, download zoom from the device’s app store.

For the June 02, 2020 meeting please use the meeting link

<https://zoom.us/j/97985745521>

to attend electronically and watch the meeting by computer, tablet or smartphone.

For additional information or assistance please contact the following prior to the meeting:

1. For public comment questions: Roseann Prado, Village Clerk, villageclerk@biscayneparkfl.gov or 305-899-8000
2. For questions on connecting to the meeting: Phone Doctor: 305-301-0732.

Public Comment

1. Access audio of the Zoom meeting via phone:

You may access the audio from your phone by dialing: **305-893-4427**. When the **Meeting ID** is requested, enter **979 8574 5521** followed by # key. When asked for a participant ID, press # key. If you would like to speak during public comment, please press *9 on your phone to activate the “raise your hand” feature of Zoom. Comments will be limited to three (3) minutes.

2. Watch the meeting online and provide public comment during the meeting:

Use the “raise your hand” feature and be recognized at the direction of the Chair. Comments will be limited to three (3) minutes.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 4

REGULAR MEETING

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

FROM: Roseann Prado, Village Clerk

DATE: June 02, 2020

TITLE: Nomination for Vice-Mayor

Background

At the Regular Commission meeting of December 3, 2019, Commissioner William Tudor was nominated Vice-Mayor for the period of six (6) months from December 1st to May 31st

Vice-Mayor William Tudor's term has been completed and Commissioner MacDonald Kennedy is next in line for the position according to the Village Charter, as historically selection of the Vice-Mayor has been by alphabetical order.

Recommendation

I respectfully request that Commissioner MacDonald Kennedy be nominated for the office of Vice Mayor from June 1st to November 30th, 2020.

Resource Impact

None

Attachment

None

Prepared by: Roseann Prado, Village Clerk



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.a

REGULAR MEETING

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

FROM: Commissioner William Tudor

DATE: June 02, 2020

TITLE: Sanitation Services

Recommendation

I am recommending that the Commission discuss and reach a consensus on which steps it will undertake to determine how sanitation services will be provided to residents.

* *Please note*, the Commission has already authorized the Interim Village Manager to extend the term of the agreement between the Village and Waste Pro through the end of this fiscal year at an increase of \$2.00 per household.

Background

The contract with WastePro expires on September 30, 2020 and, as a result, the need arises to ascertain the best option to provide residents will consistent and quality sanitation services. Given the importance of this service to residents, this Commission owes it to residents to examine all options, including but not limited to the following:

- Negotiate a new contract with WastePro that contains stronger language to better protect the Village's interest.
- Ascertain the feasibility of piggybacking off the sanitation contract of another municipality.
- Submit a Request for Proposal to solicit bids and identify which vendor might be best qualified.
- Ascertain the feasibility of providing in-house sanitation services to residents.

Resource Impact

Resource impact TBD.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 5.g

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.

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

**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

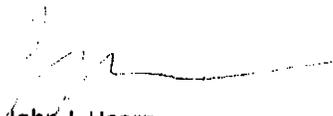
Dear Mr. Mackie:

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.

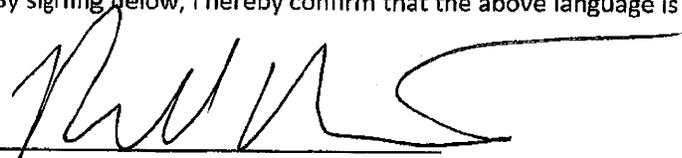
Please confirm by signing below that this is consistent with your agreement and interpretation of this waiver.

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.



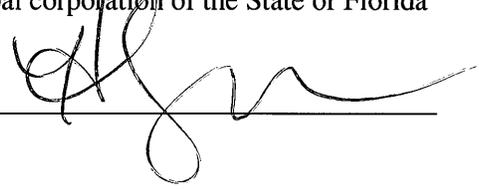
Russell Mackie, Regional Vice President
Waste Pro of Florida

(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.

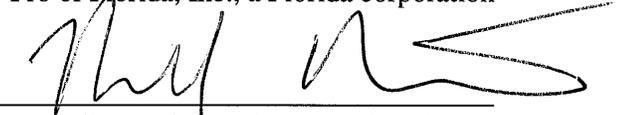


John J. Hearn, Village Attorney

WITNESSED:

Waste Pro of Florida, Inc., a Florida corporation

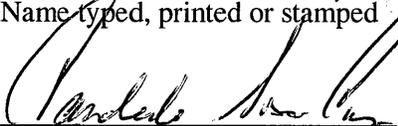
By: _____



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

Date _____
 Waste Pro
 17302 Pines Blvd
 Pembroke Pines, FL 33029

Dept. Head _____

Finance Dir. _____

Village Mgr. _____



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 5.b

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

FROM: David Hernandez, Interim Village Manager

DATE: June 2, 2020

TITLE: Resolution 2020-25 - A Resolution Of The Village Commission Of The Village Of Biscayne Park, Florida, Approving And Accepting The Florida Department Of Transportation's Plans For The Proposed Street Improvements On Northeast 6th Avenue From 121st Street To 113th Street; Providing For Severability; And Providing For An Effective Date.

Recommendation

Approval of Resolution 2020-25 approving and accepting with recommended revisions the project plans for FDOT's proposed street improvements to Northeast 6th Avenue.

Background

Presentation by FDOT to the Village Commission and residents concerning the proposed street improvements to Northeast 6th Avenue.

Resource Impact

N/A

Attachment(s)

- Resolution 2020-25
-

Prepared/Sponsored by: David Hernandez, Interim Village Manager

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RESOLUTION NO. 2020-25

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING AND ACCEPTING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S PLANS FOR THE PROPOSED STREET IMPROVEMENTS ON NORTHEAST 6th AVENUE FROM 121st STREET TO 113th STREET; 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, since 2017, the Florida Department of Transportation (“FDOT”) has been developing construction drawings and plans to improve Northeast 6th Avenue from 121st Street to 113th Street, all within FDOT’s existing right-of-way (“Project”); and

WHEREAS, in November 2018, the Village Manager directed the Public Works Director to work with FDOT’s Project design & management team to provide the Village’s input to the Project; and

WHEREAS, FDOT, with Village input, has completed the design of the Project, which includes new sidewalks, crosswalks, drainage, and roadway lighting within FDOT right-of-way at no cost to the Village (“Project Plans”); and

WHEREAS, the Village Commission has reviewed the Project Plans and recommends that FDOT further include in the Project Plans mid roadway crosswalks for the safety of the residents of Biscayne Park; and

WHEREAS, subject to the inclusion of the requested mid roadway crosswalks it is the best interest of the Village to approve and accept the Project Plans.

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. Project Plans. Subject to the inclusion of the requested mid roadway crosswalks the Village approves and accepts the Project Plans for street improvements to Northeast 6th Avenue from 121st Street to 113th Street.

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.

1 PASSED AND ADOPTED this 2nd day of June, 2020.

2
3 The foregoing Resolution was offered by _____, who moved its
4 adoption. The motion was seconded by _____, and upon being put to a vote
5 the vote was as follows:

6
7 Virginia O’Halpin, Mayor _____
8 William Tudor, Vice Mayor _____
9 Daniel Samaria, Commissioner _____
10 Macdonald Kennedy, Commissioner _____
11 Roxanna Ross, Commissioner _____
12

13
14 VILLAGE OF BISCAYNE PARK

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17 _____
18 Virginia O’Halpin, Mayor

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22 ATTEST:

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25 _____
26 Roseann Prado, Village Clerk

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

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33 _____
34 John R. Herin, Jr., Interim Village Attorney

SR 915 / NE 6th Avenue
From NE 113th Street to NE 121st Street
Sidewalk Improvements
Village of Biscayne Park,
Miami-Dade County
FPID No. 443986-1-52-01

June 2nd, 2020

1. Summary of Project:

- Sidewalk and Lighting Improvement Project
- Approximate Construction Cost: \$2,800,000.00
- Project Length: Approx. 0.534 miles

2. Scope of Services:

- Sidewalk:
 - Construct concrete sidewalks along roadside
 - Construct curb ramps and pedestrian refuge islands at NE 113th Street
 - Construct flush pedestrian ramps at un-signalized side streets and bus-stop connection.
 - Reconstruct asphalt driveways with 6-in thick concrete. Existing decorative driveways to remain and connecting sidewalks to match adjacent driveway cross slope.
- Medians:
 - Construct widening at side street medians to accommodate new crosswalks.
- Drainage:
 - i. Construct new drainage system with exfiltration trenches.
- Signing and Pavement Markings:
 - i. Upgrade pavement markings as per current Standards within areas of pavement restoration and widening.
 - ii. Upgrade all sub-standard ground-mounted signs to comply with latest FDOT Design Standards, FDOT Traffic Engineering Manual and Manual on Uniform Traffic Control Devices.
 - iii. Replace speed feed-back sign assemblies at the beginning and end of the project with new assemblies.
 - iv. Provide special emphasis crosswalk markings at NE 113th Street.
 - v. Provide RPM's along median
- Signalization (NE 6th Avenue and NE 113th Street):
 - i. Upgrade substandard pedestrian signal heads and detectors.
 - ii. Install new crosswalk at the east and north legs along with new pedestrian signals.
- Lighting:
 - Provide a new lighting system that will replace the substandard one. As requested by the Village of Biscayne Park, new decorative lighting will be provided in lieu of Standard Lighting and a Local Funding Agreement will be required to cover for the differential cost of \$384,000.00.
- Landscape:
 - Selective clearing and grubbing for removal and trimming of existing roadside sidewalk in conflict with proposed sidewalk path.

3. R/W Coordination

- License agreements will be required for driveway reconstruction and harmonization in front of properties.

4. Differential Cost for Decorative Lighting

- As coordinated with the Department and the Village of Biscayne Park; the Village of Biscayne Park is to pay the differential cost between standard lighting and decorative lighting (approximately \$384,000). A Local Funding Agreement shall be executed between FDOT and the Village of Biscayne Park to cover the additional \$384,000 no later than November 2020. Otherwise, the proposed lighting provided will be conventional lighting in lieu of decorative.

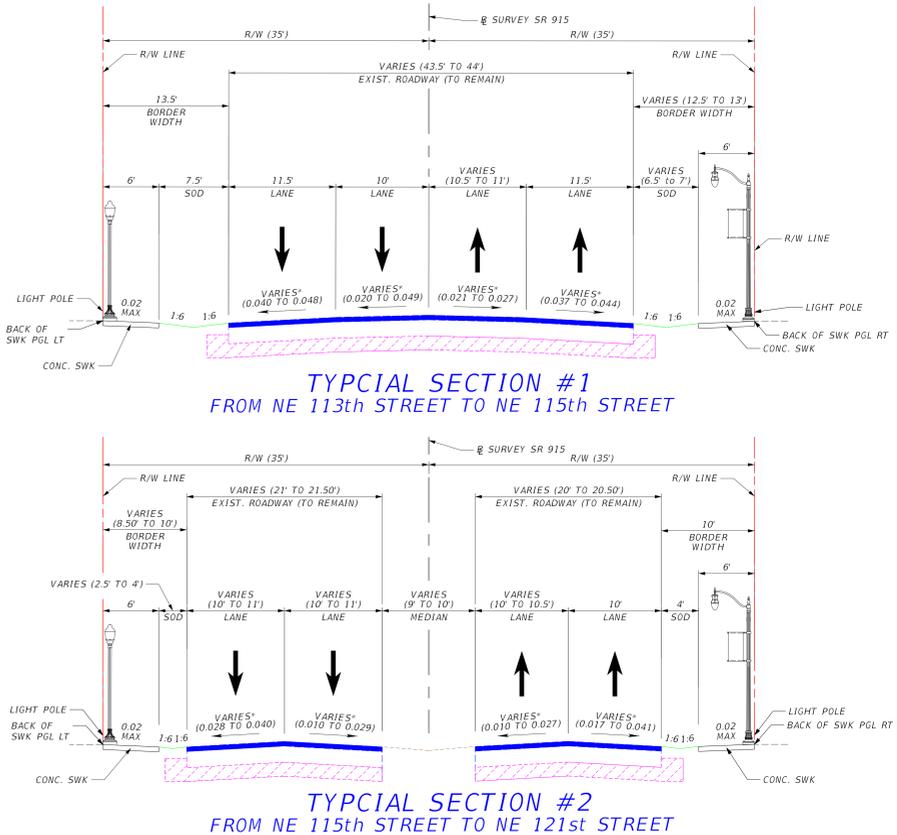
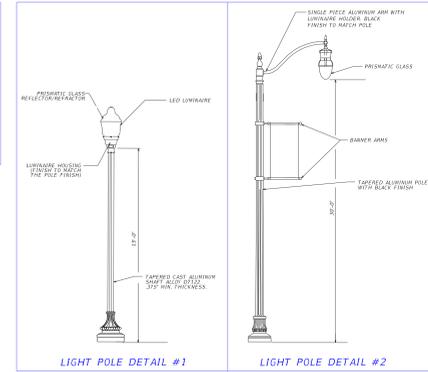
5. Schedule

- 90% Design Submittal: 08/21/2020
- 100% Design Submittal: 11/30/2020
- Production Design: 2/12/2021
- Letting Date: 07/15/2021
- Tentative Construction Date: 10/01/2021
- Tentative Construction Duration: 280 days

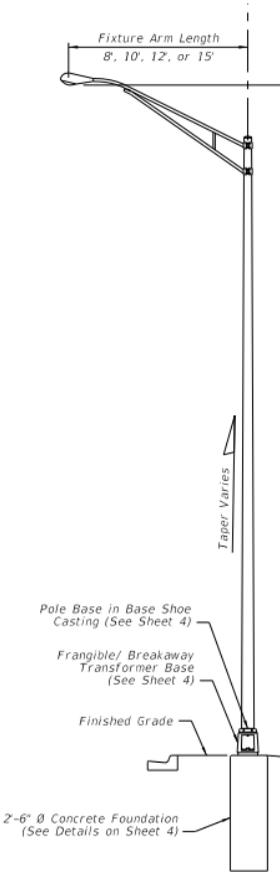
FPID 443986-1-52-01 / SR 915 / NE 6th AVE FROM NE 113th STREET TO NE 121st STREET - SIDEWALK AND LIGHTING IMPROVEMENTS



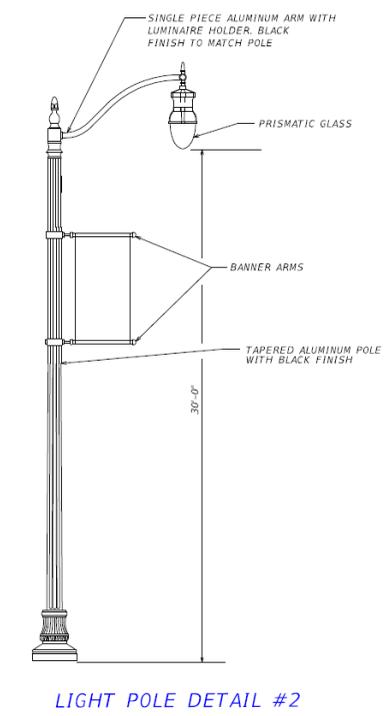
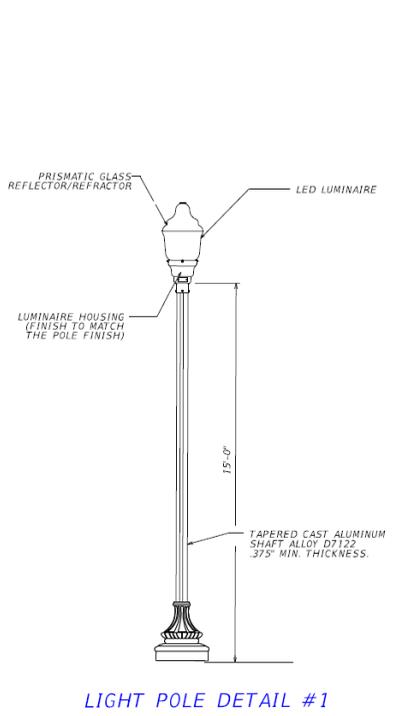
- IMPROVEMENTS:**
- ADDITION OF SIDEWALKS ALONG BOTH SIDES OF THE ROAD
 - NEW PEDESTRIAN RAMPS
 - UPGRADE OF EXISTING DAMAGED SIDEWALKS
 - DRAINAGE IMPROVEMENTS
 - NEW LIGHTING SYSTEM
 - NEW SIGNING AND PAVEMENT MARKINGS
 - UPGRADE OF DEFICIENT SIGNALIZATION FEATURES



Standard Lighting



Decorative Lighting



Differential Cost between Standard and Decorative Lighting: \$384,000

Village to enter into a Local Funding Agreement with the FDOT to secure additional funds for decorative lighting. Otherwise, Standard Lighting will be provided.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 9.a

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

FROM: Roseann Prado, Village Clerk

DATE: June 02, 2020

TITLE: Acceptance of Commission Minutes

Background

The minutes as listed below are being provided for the Commissioner's review and acceptance.

Recommendation

Acceptance at Consent Agenda.

Attachment

- Regular Virtual Commission Meeting 05 05 2020
- Special Virtual Commission Meeting 05 19 2020

Prepared by: Roseann Prado, Village Clerk



The Village of Biscayne Park

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

MINUTES

Regular Virtual Commission Meeting

Log Cabin - 640 NE 114th Street

Biscayne Park, FL 33161

Tuesday, May 05, 2020 at 6:30 pm

1 Call to Order

Mayor O'Halpin called the meeting to order at 6:33 pm.

2 Roll Call

Mayor O'Halpin - present

Vice Mayor Tudor - present

Commissioner Kennedy - present

Commissioner Ross - present

Commissioner Samaria - present

Staff present:

Interim Village Manager David Hernandez

Interim Village Attorney John Herin

Chief of Police Luis Cabrera

Village Clerk Roseann Prado

Finance Director Paul Winklejohn

Building Technician Jean Paul Elie

Recording: Cesar Hernandez

3 Pledge of Allegiance

Declaration of Local State of Emergency - COVID-19 SECOND EXTENSION to May 8, 2020

To ensure the continued health, safety and welfare of the community on April 22, 2020, the Village Mayor and Commission voted to extend the Village-wide State of Emergency to coincide with the Governor's Executive Order 20-52, which is scheduled to expire at 11:59 pm on May 8, 2020.

4 Presentation

Proclamations:

4.a Police Week - May 16 to May 21, 2020

4.b Mother's Day - May 10, 2020

5 Additions, Deletions or Withdrawals to the Agenda

Commissioner Samaria moved to remove item 8.c from Consent Agenda for discussion to New Business 10.e. Vice-Mayor Tudor seconded.

Insert item 12.f - Resolution 2020-24 - Benefits to VOBP employees

Insert item 12.g - Tree Grant Program

Commissioner Ross motioned to approve agenda changes. Commissioner Samaria seconded. **Motion passed 5 - 0.**

6 Public Comments Related to Agenda Items / Good & Welfare

The following persons spoke on the record:

Harvey Bilt

Gage Hartung

Janey Anderson

Chuck Ross

Bob Anderson

7 Information / Updates

8 Consent Agenda

8.a Acceptance of Commission Minutes

- Regular Commission Meeting March 03, 2020
- Special Virtual Commission Meeting April 22, 2020

8.b Acceptance of Boards Minutes

- Biscayne Park Foundation - February 10, 2020

8.c Resolution # 2020-21 - Reestablishing Dates for Commission Meetings

Item moved to Item 10.e.

8.d Resolution # 2020-23 - Supporting applicants for re-employment benefits

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE VILLAGE OF BISCAYNE PARK, AUTHORIZING THE CITY TO SELL AND DISPENSE DIESEL AND UNLEADED FUEL FOR SERVICE VEHICLES OWNED BY THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE .

Commissioner Samaria moved to approve Consent Agenda. Vice-Mayor Tudor seconded. **Motion passed 5 - 0.**

9 Ordinances

None

10 Resolutions

10.a Resolution # 2020-18 - Code Compliance Board - Reinstallation of Board Members

 RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING THE SELECTION, APPOINTMENT AND TERM OF THE OFFICE OF THE BOARD MEMBERS TO THE CODE COMPLIANCE BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Samaria motioned to approve Resolution 2020-18 and ratifying the Board Members as follows:

Garrett Kuhl - three (3) year term expires 2023
Linda Dillon - three (3) year term expires 2023
Brian McNoldy - two (2) year term expires 2022
Dale Blanton - two (2) year term expires 2022
Janey Anderson - one (1) year term expires 2021
Mayor O'Halpin seconded. **Motion passed 5 - 0**

10.b Resolution # 2020-19 - Planning & Zoning Board - Selection of Board

 RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING THE SELECTION, APPOINTMENT AND TERM OF OFFICE OF THE BOARD MEMBERS TO THE PLANNING & ZONING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Samaria motioned to approve Resolution 2020-19 appointing the Board Members as follows:

Karim Alhagri - term expires May 2023
Art Gonzalez - term expires May 2023
Sandor Scher - term expires May 2022
Mayor O'Halpin seconded. **Motion passed 5 - 0**

10.c Resolution # 2020-20 - Commission Rules and Procedures for Meetings and Workshops

RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AMENDING SECTION 2-16 OF THE VILLAGE OF BISCAYNE PARK CODE OF ORDINANCES; ADOPTING COMMISSION RULES AND PROCEDURES FOR MEETINGS AND WORKSHOPS; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Ross motioned to postpone Resolution 2020-20 to Commission Meeting of July 07, 2020. Commissioner Kennedy seconded. **Motion passed 5 -0.**

10.d Resolution # 2020-22 - Interlocal Agreement with Miami-Dade County Police Department to enforce Civil Citations.

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND MIAMI-DADE COUNTY, FLORIDA FOR THE ENFORCEMENT OF CIVIL CITATIONS OF THE MIAMI-DADE COUNTY CODE; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Ross motioned to approve Resolution 2020-13. Commissioner Samaria seconded. **Motion passed 5 - 0.**

11 Old Business

- 11.a** Village Attorney Recruitment - by Commissioner Kennedy
- 11.b** Village Manager Recruitment - by Commissioner Ross
- 11.c** Whistleblower Protection - by Commissioner Samaria
- 11.d** Gray Robinson Invoices - by Commissioner Samaria

Consensus of the Commission was to table the agenda items 11.a, 11.b, 11.c and 11.d to next Commission Meeting on May 19, 2020.

Mayor O'Halpin requested to extend the meeting for 10 more minutes.

Commissioner Kennedy seconded. Motion passed 5 - 0.

12 New Business

- 12.a** **Multiyear Financial Forecast - by Vice-Mayor Tudor**
- 12.b** Waste Pro - Discussion on Ratification of Extension and Increase of Cost
- 12.c** Debris Removal - Debris Monitoring Contracts in Place
- 12.d** Discussion on Chief of Police contract - by Commissioner Samaria
- 12.e** FEMA Floodplain Management
- 12.f** Resolution 2020-24 - Benefits to VOBP Employees
- 12.g** Tree Grant Program

Consensus of the Commission was to table the agenda items 12.a, 12.b, 12.c, 12.d, 12.e, 12.f and 12.g to next Commission Meeting on May 19, 2020.

13 Request for placement of items on next meeting agenda

14 Reports

- 14.a** Village Attorney
- 14.b** Village Manager
- 14.c** Board / Committee Reports

14.d Commission Comments:

Mayor O'Halpin
Vice-Mayor Tudor
Commissioner Kennedy

Commissioner Ross
Commissioner Samaria

15 Announcements

- **Next Special Virtual Commission Meeting - Tuesday, May 19, 2020 6:30 pm.**

18 Adjournment

Commission Samaria motioned to adjourn the meeting. Vice-Mayor Tudor seconded.
Meeting adjourned at 11:36 pm.

Commission approved on Regular Commission Meeting of June 02, 2020.

Attest:

Virginia O'Halpin, Mayor

Roseann Prado, Village Clerk



The Village of Biscayne Park

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

Telephone: 305 899 8000 Facsimile: 305 891 7241

MINUTES

Special Virtual Commission Meeting via Zoom

Biscayne Park, FL

Tuesday, May 19, 2020 at 6:30 pm

1 Call to Order

Mayor O'Halpin called the meeting to order at 6:30 pm.

2 Roll Call

Mayor O'Halpin - present

Vice Mayor Tudor - present

Commissioner Kennedy - present

Commissioner Ross - present

Commissioner Samaria - present

Staff present:

Interim Village Manager David Hernandez

Interim Village Attorney John Herin

Chief of Police/Emergency Incident Commander Luis Cabrera

Village Clerk Roseann Prado

Finance Director, Paul Winkeljohn

Recording/Technical Support: Cesar Hernandez

3 Pledge of Allegiance

4 Proclamation

4.a Memorial Day Proclamation - with presentation from Commissioner Samaria

5 Public Comments Related to Agenda Items / Good & Welfare

The following persons spoke on the record:

Bob Anderson

Janey Anderson

Chuck Ross

David Raymond

Fred Jonas

Barbara Watts

Fred Jonas

6 Ordinance

Acceptance of REVISED minutes of Regular Commission Meeting of March 03, 2020 reflecting First Reading of Ordinance 2020-02 on the records.

Commissioner Ross motioned to approve Revised Minutes of Commission Meeting of March 03, 2020. Commissioner Samaria seconded. **Motion passed 5 - 0.**

6.a Ordinance 2020-02 - Second Reading

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, REPEALING ORDINANCE 2019-05 AND AMENDING CHAPTERS 14 AND 15 OF THE BISCAYNE PARK LAND DEVELOPMENT CODE REGARDING THE POWERS AND DUTIES OF THE BISCAYNE PARK CODE COMPLIANCE BOARD; PROVIDING FOR INCLUSION IN THE CODE AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Public Hearing on Ordinance # 2020-02

The following person spoke on the record:

Fred Jonas

Commission recommended and approved modifications individually to Interim Village Attorney John Herin.

Commissioner Kennedy motioned to approve Ordinance 2020-02 on second reading with amendments. Commissioner Ross seconded. Commission voted as follows:

Mayor O'Halpin - Yes

Vice-Mayor Tudor - No

Commissioner Kennedy - Yes

Commissioner Ross - Yes

Commissioner Samaria - Yes

Motion passed 4 - 1 (Vice-Mayor Tudor opposed)

7 Resolutions

7.a Resolution # 2020-24 - Renewal of Employee Benefit Plan w Humana

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING THE RENEWAL OF THE EXISTING EMPLOYEE HEALTH INSURANCE BENEFITS PLAN BETWEEN HUMANA AND THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Ross motioned to approve Resolution 2020-24 as amended.

Commissioner Samaria seconded. Commission voted as follows:

Mayor O'Halpin - Yes

Vice-Mayor Tudor - Yes

Commissioner Kennedy - Yes

Commissioner Ross - Yes

Commissioner Samaria - Yes

Motion passed 5 - 0.

8 Old Business

8.a Village Attorney Recruitment - by Commissioner Kennedy

Commissioner Kennedy motioned to move forward on the process of Village Attorney Recruitment. Commissioner Ross seconded. Commission voted as follows:

Mayor O'Halpin - No

Vice-Mayor Tudor - No

Commissioner Kennedy - Yes

Commissioner Ross - Yes

Commissioner Samaria - Yes

Motion passed 3 - 2 (Mayor O'Halpin and Vice-Mayor Tudor opposed).

8.b Village Manager Recruitment - by Commissioner Ross

Commissioner Ross motioned to move forward on the process of Village Manager Recruitment. Commissioner Samaria seconded. Commission voted as follows:

Mayor O'Halpin - No

Vice-Mayor Tudor - No

Commissioner Kennedy - Yes

Commissioner Ross - Yes

Commissioner Samaria - No

Motion failed 3 - 2. (Commissioner Kennedy and Commissioner Ross approved).

8.c Whistleblower Protection - by Commissioner Samaria

Postponed to June 2nd Commission Meeting.

8.d Gray Robinson Invoices - by Commission Samaria

Postponed to June 2nd Commission Meeting.

9 New Business

9.a CITT Audit - by David Hernandez, Interim Village Manager

Commission authorized expenditures not to exceed \$ 5,000 (five thousand dollars) with current auditors in order to help finding the expenses with the CITT funds.

Motion passed 5 - 0.

9.b Waste Pro - Discussion and Ratification of Extension and Increase of Cost - Kenneth Rivera, Division Manager of Waste Pro of Florida, Inc.

Commissioner Ross motioned to ratify the extension with increase of cost.

Commissioner Samaria seconded. **Motion passed 5 - 0.**

9.c Debris Removal and Debris Monitoring Contracts in Place - by David Hernandez, Interim Village Manager

Postponed.

9.d Discussion on Chief of Police contract - by Commission Samaria

Postponed.

9.e

FEMA - Floodplain Management - by David Hernandez, Interim Village Manager

Postponed.

9.f Discussion on Manager Reports - by Commission Kennedy

Postponed.

10 Reports

10.a Village Attorney

10.b Village Manager

10.c Mayor O'Halpin

10.d Vice-Mayor Tudor

10.e Commissioner Kennedy

10.f Commissioner Ross

10.g Commissioner Samaria

11 Adjournment

Commission Samaria motioned to adjourn the meeting. Vice-Mayor Tudor seconded.

Meeting adjourned at 12:00 pm.

Commission approved on Regular Commission Meeting of June 02, 2020.

Attest:

Virginia O'Halpin, Mayor

Roseann Prado, Village Clerk



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 11.a.

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

FROM: David Hernandez, Interim Village Manager

DATE: June 2, 2020

TITLE: Resolution 2020-26 - A Resolution Of The Village Commission Of The Village Of Biscayne Park, Florida, Authorizing The Village Manager To Execute An Interlocal Agreement Between The Village And The Miami-Dade County Property Appraiser Regarding Exempt Information Under Chapter 119, Florida Statutes; Providing For Severability; And Providing For An Effective Date.

Recommendation

Approval of Resolution 2020-26 will allow Village staff to accept and process exempt information under the Public Records Law for processing and use by the Village for its annual non-ad valorem assessment roll.

Background

The Public Records Law requires all government agencies to maintain the exempt status of certain information of certain classes of individuals, unless a government agency legally needs that information to perform its duties. The proposed agreement attached to Resolution will allow Village staff and the Property Appraiser to exchange potentially exempt information for use by the Village in putting together its annual non-ad valorem assessment roll.

Resource Impact

N/A

Attachment(s)

- Resolution 2020-26 with the Agreement attached as Exhibit "A".
-

Prepared/Sponsored by: David Hernandez, Interim Village Attorney

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RESOLUTION NO. 2020-26

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE VILLAGE AND THE MIAMI-DADE COUNTY PROPERTY APPRAISER REGARDING EXEMPT INFORMATION UNDER CHAPTER 119, *FLORIDA STATUTES*; 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 enter into an Interlocal Agreement (“Agreement”) between the Village and the Miami-Dade County Property Appraiser regarding the exchange of exempt information under Chapter 119, *Florida Statutes*, for use by the Village for its non-ad valorem assessment roll.

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. Interlocal Agreement. The Agreement between the Village and the Miami-Dade County Property Appraiser regarding the exchange of exempt information under Chapter 119, Florida Statutes attached and incorporated herein as Exhibit “A” is approved and the Village Manager is authorized to execute the Agreement on behalf of the Village.

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 2nd day of June, 2020.

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

4
5 Virginia O’Halpin, Mayor _____
6 William Tudor, Vice Mayor _____
7 Daniel Samaria, Commissioner _____
8 Macdonald Kennedy, Commissioner _____
9 Roxanna Ross, Commissioner _____

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12 VILLAGE OF BISCAYNE PARK

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16 Virginia O’Halpin, Mayor

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18 ATTEST:

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23 Roseann Prado, Village Clerk

24
25 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
26 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

27
28
29
30 _____
31 John R. Herin, Jr., Interim Village Attorney



MIAMI-DADE COUNTY
PROPERTY APPRAISER
ADMINISTRATION DIVISION

PEDRO J. GARCIA
PROPERTY APPRAISER

May 13, 2020

Mr. David Hernandez, Interim Village Manager
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

Dear Mr. Hernandez:

Florida's public records law (Chapter 119, F.S.) requires the Property Appraiser's Office to maintain as exempt certain personal information of qualifying individuals from its records. Due to recent changes to Florida's public records law, which went into effect on July 1st, 2019, the Property Appraiser's Office must now maintain as exempt certain additional information, including "the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address."

Pursuant to Florida law, the Property Appraiser's Office may share exempt information with other governmental entities as required for their legitimate governmental operations. It then becomes the responsibility of any such entities to protect from disclosure the exempt information as required by the public records law.

Presently, your municipality utilizes the uniform method of collecting non-ad valorem assessments. In order to prepare the non-ad valorem assessment roll, your municipality will require certain information regarding the properties subject to the assessment, including information exempt from disclosure. In order for our office to provide you with this exempt information for the purpose of preparing your municipality's non-ad valorem assessment roll, and placing the assessment on the TRIM Notice, your municipality must execute the attached agreement, providing for the protection of the exempt information described above. To ensure the timely receipt of the information required to prepare your municipality's non-ad valorem assessment roll for 2020, please return the signed agreement as soon as possible.

Additionally, once your municipality has executed the attached agreement, please have your municipality's Information Technology (IT) staff contact Jose Nodarse, Property Appraiser, Chief of Information Services, at 305-375-1027 as soon as possible, to discuss the process of providing your municipality with the exempt information.

If you have any questions, please contact me at 305-375-4004.

Sincerely,

A handwritten signature in blue ink that reads "Lazaro Solis".

Lazaro Solis, Deputy Property Appraiser

Attachment

cc: Roseann Prado, Village Clerk

**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED
BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER (AGREEMENT), made and entered into this ____ day of _____, 20____, by and between the _____, FLORIDA, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “Municipality”) and the MIAMI-DADE COUNTY PROPERTY APPRAISER, (hereinafter referred as the “Property Appraiser”).

WITNESSETH

WHEREAS, the Municipality has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes (“Exempt Information”).

WHEREAS, under section 119.071 of the Florida Statutes, “home addresses” includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

WHEREAS, the Municipality shall only request Exempt Information when there is a statutory or official need for the Exempt Information.

WHEREAS, the Municipality shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

WHEREAS, the Municipality’s governing body has approved this agreement via Resolution _____ and authorized the below signatory to execute this agreement on behalf of the Municipality,

NOW, THEREFORE, in consideration of the covenants herein provided, the Municipality and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the Municipality requests any Exempt Information from the Property Appraiser, the Municipality shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the Municipality or any of its agents or employees, except as authorized by Florida law.
3. The Municipality shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of government and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.
4. When in receipt of Exempt Information from the Property Appraiser, the Municipality acknowledges that its employees, successors, and authorized agents are subject to the same requirements exempting such records from public disclosure and the same penalties for violation of those requirements as the Property Appraiser. The Municipality accepts full

responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information.

5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the Municipality does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Exempt Information, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the Municipality's failure to maintain the Exempt Information in accordance with Florida law.
6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Municipality and the Property Appraiser and shall remain in full force and effect and be binding on the Municipality, and any permitted successors or assigns.
7. In the event that the Municipality requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the Municipality must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the Municipality allows the third party to access any Exempt Information. The Municipality acknowledges that such assumption by a third party shall not relieve the Municipality from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the Municipality to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.
9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. Upon termination of the Agreement, the Municipality shall destroy all Exempt Information within ten (10) days. The Municipality's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.
10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the Municipality, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
11. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the

persons listed herein. For the present, the Municipality and Property Appraiser designate the following as the respective places for notice purposes:

Municipality:

With a Copy to:

Property Appraiser

Miami-Dade County
Office of the Property Appraiser
111 Northwest First Street, Suite 710
Miami, Florida 33128

With a Copy to:

Miami-Dade County Attorney's Office
111 Northwest First Street, Suite 2810
Miami, Florida 33128

IN WITNESS WHEREOF, the _____ (Municipality) has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

ATTEST: _____, a municipal corporation

By: _____
Clerk

By: _____
Mayor/Manager

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

Municipal Attorney

MIAMI-DADE COUNTY PROPERTY APPRAISER

ATTEST:

By: _____
Property Appraiser or
Designee

Date



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 11.b

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

FROM: David Hernandez, Interim Village Manager

DATE: June 2, 2020

TITLE: Resolution 2020-27 - A Resolution Of The Village Commission Of The Village Of Biscayne Park, Florida, Authorizing The Village Manager To Execute The Street Tree Planting Grant Agreement Between The Village And Miami-Dade County, And Expend Grant And Matching Funds In The Amount Of \$24,000.00 For The Planting Of Trees Within The Village; Providing For Severability; And Providing For An Effective Date.

Recommendation

Approval of Resolution 2020-27 will allow Village staff to accept grant funding from Miami-Dade County for \$12,000.00 for the planting of trees within the Village.

Background

Because of the negative impact of recent hurricanes and tropical storms on the tree canopy of Miami-Dade County, the County has developed a grant program through which the municipalities can access funding for the planting of trees within their respective boundaries. The grant agreement is for \$12,000.00 with a match of \$12,000.00 by the Village.

Resource Impact

Matching funds in the amount of \$12,000.00

Attachment(s)

- Resolution 2020-27 with the Grant Agreement attached as Exhibit "A".
-

Prepared/Sponsored by: David Hernandez, Interim Village Attorney

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RESOLUTION NO. 2020-27

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE STREET TREE PLANTING GRANT AGREEMENT BETWEEN THE VILLAGE AND MIAMI-DADE COUNTY, AND EXPEND GRANT AND MATCHING FUNDS IN THE AMOUNT OF \$24,000.00 FOR THE PLANTING OF TREES WITHIN THE VILLAGE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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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

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WHEREAS, the Village Commission desires to enter into a Street Tree Planting Tree Agreement (“Grant Agreement”) between the Village and Miami-Dade County for grant funding in the amount of \$12,000.00 for the planting of trees in the Village, and providing for the Village to provide matching funds in the amount of \$12,000.00.

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

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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.

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Section 2. Grant Agreement. The Grant Agreement between the Village and Miami-Dade County for the planting of trees within the Village attached and incorporated herein as Exhibit “A” is approved and the Village Manager is authorized to execute the Grant Agreement and expend matching budgeted funds on behalf of the Village.

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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.

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

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PASSED AND ADOPTED this 2nd day of June, 2020.

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:

Virginia O’Halpin, Mayor _____
William Tudor, Vice Mayor _____
Daniel Samaria, Commissioner _____

Macdonald Kennedy, Commissioner
Roxanna Ross, Commissioner

VILLAGE OF BISCAYNE PARK

Virginia 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



**Miami- Dade County
Parks, Recreation, and Open Spaces Department
STREET TREE MATCHING GRANT PROGRAM**

TREE PLANTING AGREEMENT

Grantee: Village of Biscayne Park

Amount: \$12,000

Grant Description: To plant trees with municipalities and organizations on Miami-Dade’s corridors as part of our efforts to reach the Million Trees Miami goal of achieving a 30% tree canopy.

This **Agreement (the “Agreement”)**, made and entered into this ____ day of _____, 20____, by and between Village of Biscayne Park (the “Grantee”) and Miami-Dade County (the “County”), hereinafter called the “County” through its Parks, Recreation, Open Spaces Department (the “Department”).

The County and Grantee have agreed to partner on the implementation of Village Tree Planting Project (project name) to be completed by July 17, 2020.

RECITALS

WHEREAS, the County desires to increase the tree canopy in Miami-Dade County and to reach the Million Trees Miami goal of achieving a 30% tree canopy ; and

WHEREAS, the County has provided a subaccount to the tree trust fund for the procurement of street trees along county and local roads and of this amount \$ \$12,000 (the “Grant Funds”) will be provided to the Grantee on the terms and conditions set forth in this Agreement; and

WHEREAS, the Grantee wishes to undertake such activities provided in the scope of work in Exhibit A of this Agreement; and

WHEREAS, the Grantee is responsible for the maintenance of the street trees after completion of the project; and

NOW, THEREFORE, the County and Grantee agree as follows:

shall be forwarded to the County for review. Miami-Dade County, Million Trees Miami and Neat Streets Miami logos should be included in all printed materials.

5. **Miami-Dade County Tree Trust Fund:** Funds allocated to projects by the Street Tree Matching Grant come from mitigation funds collected by the Division of Environmental Resources Management, i.e. the Tree Trust Fund, and as such are encumbered for the planting of trees on public property. These funds shall not be used to satisfy tree mitigation per permitting or enforcement requirements.
6. **Conditions and Contingencies:** The Grantee agrees that the Grant Funds will be used only for the purpose as stated in this Agreement, as described in the Scope of Work and with no substantial variance to the approved Budget (See *Exhibit A*) unless prior approval in writing is obtained from the County. The Grantee certifies that the grantee organization operates under a tax-exempt status. If grantee determines that Grant Funds cannot be expended by July 17, 2020 (end date), the grantee must notify liaison immediately and no later than May 29, 2020.

B. Additional Requirements due throughout the funding period:

1. **Reporting:** Final Report must be submitted electronically by July 31, 2020. Refer to Exhibit B for reporting guidelines.
2. **Data Tracking:** All trees planted must be mapped according to County specifications: Google Live Maps and Data Tracking Form (Exhibit C)
3. **Contract Amendments:** The Grantee must submit a Contract Amendment Form (Exhibit D) to request any change to the executed contract.
4. **Organizational Status Changes:** The Grantee must notify the County liaison within two weeks of changes in organizational status, including but not limited to: key personnel such as senior or project staff, organizational name, tax status, and organizational address.
5. **Other Organizational Changes:** The Grantee will notify the County's liaison of any organizational changes, such as new address or contact information

C. Indemnification of County

Subject to the limitations on liability set forth in Section 768.28, Florida Statutes (to the extent the entity is a State or local government), the Grantee agrees to indemnify, save, and hold the County harmless from all liability, loss, cost, and expense, including attorneys' fees and court costs at all trial and appellate levels, which may be sustained by the County, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, whether or not due to or caused by the negligence of the Grantee, arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way. The Grantee agrees to defend, at its sole cost and expense, but at no cost and expense to the County, any and all suits or actions instituted against the County for the imposition of such liability, loss, cost, and expense arising from or in connection with the Grantee's (or its employees, agents,

**EXHIBIT A:
GRANT APPLICATION PACKAGE SCOPE OF WORK
2020 Street Tree Matching Grant**



[INSERT GRANT APPLICATION PACKAGE HERE]

NE 8 Ave. between 112 St. & 113 St.
 NE 8 Ave. between 113 St. & 114 St.
 NE 8 Ave. between 115 St. & 116 St.
 NE 8 Ave. between 115 St. & 116 St.
 NE 10 Ave. between 118 St. & 119 St.
 NE 10 Ave. between 114 St. & 115 St.
 NE 10 Ave. between 116 St. & 117 St.
 NE 10 Ave. between 112 St. & 111 St.
 NE 8 Ct. between 111 St. & 113 St.
 111 St. between 8 Ave. & Griffing Blvd.
 111 St. between 8 Ave. & 8 Ct.
 111 St. between 8 Ct. & 9 Ave.
 113 St. between 7 Ave. & 6 Ave.
 114 St. between 7 Ave & 6 Ave.
 115 St. between 7 Ave. & 6 Ave.
 116 St. between 9 Ave. & 8 Ave.
 116 St. between 9 Ave. & 10 Ave.
 117 St. between 7 Ave. & 8 Ave.
 117 St. between 8 Ave & 9 Ave.
 118 St. between 6 Ave. & Griffing Blvd.
 118 St. between 7 Ave. & 6 Ave.
 118 St. between 7 Ave. & 8 Ave.
 119 St. between 5 Ave & Griffing Blvd.
 119 St. between 6 Ave. & 7 Ave.
 119 St. between 7 Ave. & 8 Ave.
 119 St. between 8 Ave. & 9 Ave.
 119 St. between 9 Ave. & 10 Ave.
 120 St. between 7 Ave. & 6 Ct.
 120 St. between 7 Ave. & 7 Ct.

Miami-Dade County Commission District (project location)

4

County or Local Road?

Local Road

Please state the local jurisdiction

Biscayne Park

Proposed number of trees to be installed

60

Proposed number of each species to be installed

18

Proposed size of trees (height & DBH/caliper) to be installed

All trees will be Florida #1 and 12 feet with 2 inch caliber with the exception of the following trees, which will be 8 feet with 1.5 inch caliber: Desert Cassia (Senna Polyphylla), Powderpuff (Calliandra Surinamensis),

Submit Planting Plan / Google Live Maps link:

Map # 1: https://www.google.com/maps/d/viewer?mid=1ZDV8j6wiOmpCJpz_xiauj8nCqDMPcC0t&ll=0%2C0&z=16

Target area's existing tree canopy by block group

11-20%

Target area's existing tree canopy by zip code

11-20%

Is the project area low-to-moderate income?

No

Will your project include a Growing Green Bus Stop?

No

Will your project include shading a Gateway or a Corridor?

Yes

Provide the location(s) of each Gateway and/or Corridor shaded. If a Gateway, what is the Gateway an entrance to? If a Corridor, what route is the Corridor a link to? What is the number of trees that will be planted (specify the species for each).

The Gateway property owned by the Village of Biscayne Park, is a pocket park on 113th Street and Griffing Road, which is the entrance to Biscayne Park from the Southwest. The property that will be planted is located across from and visible to travelers in Unincorporated Miami-Dade County on the NE 6th Avenue Corridor which is the most traveled corridor in our Village. In 2013 the Village received a matching grant for Highway Beautification from the Department of Transportation to start an initial phase of beautifying this pocket park. The property is across from our Village Hall, Administration Buildings, and the Episcopal Church, which is the only non residential property in Biscayne Park and has a preschool. 10 trees will be planted- 5 Cypress and 5 Slash Pines.

Please describe in-kind, grants or donations, if any

N/A

Total Budget

24000

Detailed Budget



[street tree budget village of biscayne park 11 13 19.xls](#)

Additional comments?

The mapping system the County selected for this application only allows for reporting on 10 species of trees. Given that we have selected 18 species to maximize diversity, as per guidance from the County, we are providing two maps.

Map # 1: https://www.google.com/maps/d/viewer?mid=1ZDV8j6wiOmpCJpz_xiauj8nCqDMPcC0t&ll=0%2C0&z=16

Map # 2
<https://www.google.com/maps/d/viewer?mid=1X9J8TQIW45KS0cZLQ7MWsCuAD-bCtwg9&ll=25.881553303164953%2C-80.18320670000003&z=16>

The Florida Department of Transportation is in the process of building sidewalks on NE 6th Avenue, which is our Major Gateway and contains all Bus Stops within our Village. As such, we will not be planting any trees along these Bus Stops at this time. There are no public schools in Biscayne Park. There is a small preschool located at the Episcopal Church across the street from our Gateway/Corridor Planting of Cypress and Pines.

All trees are native or Florida Friendly list with the exception of The Hong Kong Orchid (Bauhinia Blakeana) IFAS Extension said "the flowers are sterile and will not seed. It's the orchid tree of choice for planting in urban settings."

The project will be overseen by our Public Works manager.

Upon award of the Street Trees grant, the Village will execute an Interlocal Agreement with the County to report annually on trees planted. The Village already provides these reports as a member of Tree City USA. We have been a Tree City member for seven years.

Biscayne Park Street Trees Matching Grant Map will show locations for new plantings of trees in Biscayne Park. 10.5 views

Golden Shower

All items

Bulnesia

All items

Cassia Bakeriana

All items

Desert Cassia

All items

Bahama Tabebuia

All items

Yellow Poinciana

All items

Pink Tabebuia

All items





Biscayne Park St Tree...

Second map of 2, nine more species of trees.

SHARE

- Powderpuff** All items
- Orange Geiger** All items
- Crepe Myrtle** All items
- Mahogany** All items
- Wild Tamarind** All items
- Bald Cypress** All items
- Dade County Slash Pine** All items









From: [david_raymond](#)
To: [Llorente, Jennifer \(MDPR\)](#)
Cc: [David Hernandez](#); [Lopez, Gabriela \(MDPR\)](#); [Mancia, Aura \(MDPR\)](#); [villagemanager@biscayneparkfl.gov](#); [Barbara kuhl](#); [Lynn Fischer](#); [audramiami@yahoo.com](#); [coachwagone@yahoo.com](#)
Subject: Re: 2020 Street Tree Matching Grant: Village of Biscayne Park
Date: Friday, January 17, 2020 1:14:44 PM
Attachments: [BP Street Tree Grant Before Pics.zip](#)

EMAIL RECEIVED FROM EXTERNAL SOURCE.

Hello Jennifer,

It was good speaking with you yesterday. Thank you for the good news, and your ongoing guidance. The Village of Biscayne Park, Parks & Parkways Board met last night and addressed the requested changes. We have a fantastic Board who has worked diligently on this application. David Hernandez has asked me to respond on behalf of the Village.

Please see responses embedded below in Black Font. We hope that you find these responses acceptable.

Thank you for being such a good public servant. As a retired County employee, I salute your good work in bringing "green" beauty into our World.

Respectfully submitted,
David Raymond
Village of Biscayne Park, Parks & Parkways Board Member
305-588-4605

On Jan 15, 2020, at 6:10 PM, David Hernandez
<dhernandez@biscayneparkfl.gov> wrote:

Thank you for the good news. I am copying the board members so that they are in the loop and together we can get this additional information to you as soon as possible. Thank again

Sent from my iPhone

On Jan 15, 2020, at 5:18 PM, Llorente, Jennifer (MDPR) <Jennifer.Llorente@miamidade.gov> wrote:

Good Afternoon, David,

The Street Tree Matching Grant Selection Committee reviewed the Village of Biscayne Park's 2020 grant application and would like to recommend it for funding, however have requested the following changes:

1. Submit "Before" Photos for the following:
 - a. NE 8th Avenue connects Griffing Boulevard and NE

Neat Streets Miami is a county board that creates beautiful, green and livable transportation gateways and corridors.

<image001.jpg><image004.png><image003.jpg><image002.png>

Live long & prosper,

David

On Feb 5, 2020, at 3:21 PM, Llorente, Jennifer (MDPR) <Jennifer.Llorente@miamidade.gov> wrote:

Good Afternoon, David,

I am pleased to inform you that the Village of Biscayne Park has been awarded a matching grant in the amount of \$12,000.00 for the Village Tree Planting Project, as part of the 2020 Neat Streets Miami Street Tree Matching Grant Program.

Please see attached Award Letter. Please confirm that the Village of Biscayne Park would like to accept this grant and I will follow up with you soon on executing the grant agreement.

Thank you,

Jennifer Korth Llorente, AICP, LEED-GA, MBA

Special Projects Administrator, Neat Streets Miami
Miami-Dade County Parks, Recreation and Open Spaces Department
275 NW 2nd Street, Suite 540, Miami, Florida 33128
Office: 305-755-7849

www.miamidade.gov/neatstreets

www.milliontrees.miamidade.gov/

Connect With Us on [Twitter](#) | [Instagram](#) | [Facebook](#)

<image001.jpg> <image002.png> <image003.jpg><image004.png>

Neat Streets Miami is a county board that creates beautiful, green and livable transportation gateways and corridors.

<Award Letter - Biscayne Park.pdf>

LANDSCAPE RENDERING

Submit Google Live Map link:

PROJECT ENHANCEMENTS

A. Growing Green Bus Stops

Neat Streets Miami’s Growing Green Bus Stop initiative encourages the installation of shade trees at unshaded bus or transit stops throughout Miami-Dade County in order to mitigate the urban heat island effect and enhance the transit experience.

Did your project include a Growing Green Bus Stop? If so, please provide the following:

1. How many bus or transit stops were shaded?
2. Attach a before and after photo for each bus or transit stop shaded.
3. Provide the following information:

Location(s) of each bus or transit stop	Number of Trees Planted (please specify the species for each)
<i>Address/Crossroads/Name of Stop</i>	

B. Gateways and Corridors

Gateways

Gateways, both vehicular and pedestrian, identify entrance points into the County and key destinations within the County.

Gateways are intended to enhance travelers’ experience as they enter Miami-Dade County from the surrounding areas by offering scenic views and appealing architectural elements.

Gateways into retail areas, public greenways, and park systems may also take advantage of scenic views and incorporate local artwork and vegetation to provide texture and interest.

Successful Gateways use architecture, materials, and views to cultivate a sense of identify and an atmosphere of welcome.

Corridors

Corridors are the major physical routes that channel vehicular, pedestrian and boat traffic into and within Miami-Dade County, lining cities and neighborhoods to each other and to the surrounding region.

The views and general experience of those traversing the County’s Corridors define, to a great extent, the overall image of the County, consequently effecting residents’ quality of life, the tourist experience, the economic development climate and other important factors.

OUTREACH, EDUCATION, & EVENTS

List the activities you provided in your outreach plan as part of your grant application (i.e., press release, social media posts, door hangers, community meeting, planting event, etc.). Also attach copies of all materials used/distributed, including any photos of outreach or events, if applicable.

Activity	Where, when, and how did this outreach/activity take place?	How many residents did you reach?

FINANCIAL REPORTING

Provide the following information and attach all invoices related to your project, including proof of payment.

- What was your grant award?
- What was your total project cost?
- Has the Street Tree Matching Grant helped you secure other dollars or resources needed to sustain your urban tree canopy? If so, please explain.

Invoice Number	Invoice Date	Description of Services	Check Number	Check Date	Check Amount

For in-kind services, timesheets, including hourly rate and activities, as well as proof of payroll must be submitted to be eligible for reimbursement.

Attachments:

- Final Close-out Report (as Word document)
- Final approved planting plan (Google Live Map Link)
- Before and after photos of project enhancements, as detailed above (as individual pdfs or jpegs)
- Copy of executed Interlocal Agreement
- Data Tracking Report (as Excel document): Remember to include DBH and latitude/longitude coordinates for each tree planted with grant and match funds
- Financial Reporting: Final approved budget, all related invoices, proof of payment
- Outreach Efforts: Press release, educational materials, photos, etc. and/or any references to Miami-Dade County and Neat Streets Miami support.

PLEASE SUBMIT THIS EXHIBIT B FINAL CLOSE-OUT REPORT AND RELATED ATTACHMENTS BY FRIDAY, JULY 31, 2020 VIA EMAIL TO: JENNIFER.LLORENTE@MIAMIDADE.GOV

**EXHIBIT D:
AMENDMENT CHANGE FORM
2020 Street Tree Matching Grant Program**



Name of Municipality/Organization:	
Name of Project:	
Report Submitted By:	
Title:	
Phone Number:	
Email:	
Date Submitted:	

Please ONLY provide information on the elements that you wish to change. For example, if the number of trees to be planted will not be affected by your requested change, there is no need to fill out that row below.

Grant Information

	Previously Approved	Requested Change
Grant amount		
Number of trees to be planted		
Tree species to be planted		
Size of trees (height and caliper/DBH)		
Location of planting		
Project completion date		
Enhancements (Growing Green Bus Stop, Gateway, Transit Corridor, Connections to School and/Parks)		
Other (please explain): _____ _____		

Roseann Prado

From: David Hernandez
Sent: Wednesday, May 27, 2020 1:36 PM
To: Roseann Prado
Subject: Fwd: Tree Grant Extension Request

FYI

Sent from my iPhone

Begin forwarded message:

From: david raymond <obewan@bellsouth.net>
Date: May 21, 2020 at 5:11:39 PM EDT
To: David Hernandez <dhernandez@biscayneparkfl.gov>, Roseann Prado <villageclerk@biscayneparkfl.gov>, Barbara kuhl <thundermom1@gmail.com>
Subject: Fwd: Tree Grant Extension Request

Please see below from The County, requesting that this email be attached to the contract, with the requested change.

Thank you.

Begin forwarded message:

From: "Llorente, Jennifer (MDPR)" <Jennifer.Llorente@miamidade.gov>
Subject: RE: Tree Grant Extension Request
Date: March 13, 2020 at 4:41:01 PM EDT
To: David Hernandez <dhernandez@biscayneparkfl.gov>
Cc: Barbara kuhl <thundermom1@gmail.com>, David Raymond <obewan@bellsouth.net>, "Lopez, Gabriela (MDPR)" <Gabriela.Lopez@miamidade.gov>

Hi, David,

Yes, the extension has been granted. Please attach this email to the contract where the other emails have been attached. Also, please update any dates to reflect the new deadline of September 17, 2020. On page two of the contract, change the due date of the Final Report to September 31, 2020.

Thank you,

Jennifer Korth Llorente, AICP, LEED-GA, MBA
Special Projects Administrator, Neat Streets Miami
Miami-Dade County Parks, Recreation and Open Spaces Department
275 NW 2nd Street, Suite 540, Miami, Florida 33128
Office: 305-755-7849
www.miamidade.gov/neatstreets
www.milliontrees.miamidade.gov/

Connect With Us on [Twitter](#) | [Instagram](#) | [Facebook](#)



Neat Streets Miami is a county board that creates beautiful, green and livable transportation gateways and corridors.

From: David Hernandez <dhernandez@biscayneparkfl.gov>
Sent: Friday, March 13, 2020 3:33 PM
To: Llorente, Jennifer (MDPR) <Jennifer.Llorente@miamidade.gov>
Cc: Barbara kuhl <thundermom1@gmail.com>; David Raymond <obewan@bellsouth.net>
Subject: Tree Grant Extension Request

EMAIL RECEIVED FROM EXTERNAL SOURCE.

Jennifer, please note that due to the unforeseen circumstance of the COVID-19 and other issue. I am respectfully requesting an extension from the July 17 original date to September 17 2020. Please advise if this can be accommodated. Thanks

Live long & prosper,

David



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 11.c

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

FROM: David Hernandez, Interim Village Manager

DATE: June 1, 2020

TITLE: Resolution 2020-28 - A Resolution Of The Village Commission Of The Village Of Biscayne Park, Florida, Approving A First Amendment To The Agreement Between The Village Of Biscayne Park And Government Management Services – South Florida, LLC., For The Provision Of Municipal Finance Department Services; Providing For Severability; And Providing For An Effective Date.

Recommendation

Approve the First Amendment to the Agreement between the Village and GMS for the provision of municipal finance department services.

Background

On November 28, 2017, the Village of Biscayne Park (“Village”) and Government Management Services – South Florida, LLC, (“GMS”) entered into a professional services agreement (“Agreement”), whereby GMS provides the Village with municipal finance department services (“Services”). The Agreement was for a one-year term, with two-one year renewals at the Village’s discretion. GMS is proposing a three-year renewal with an annual increase in compensation of \$5,000.00. Village staff, however, is recommending a two-year renewal with a \$5,000.00 per year increase.

Resource Impact

The additional funds would be budgeted for FY 20-21 and FY 21-22.

Attachment(s)

- Resolution 2020-28 with Exhibits “A” & “B”

Prepared/Sponsored by: David Hernandez, Interim Village Manager

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RESOLUTION NO. 2020-28

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND GOVERNMENT MANAGEMENT SERVICES – SOUTH FLORIDA, LLC., FOR THE PROVISION OF MUNICIPAL FINANCE DEPARTMENT SERVICES; 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, on November 28, 2017, the Village of Biscayne Park (“Village”) and Government Management Services – South Florida, LLC., (“GMS”) entered into a professional services agreement (“Agreement”), whereby GMS provides the Village with municipal finance department services (“Services”); and

WHEREAS, the Agreement was for a one year term, with two-one year renewals at the Village’s discretion. A copy of the Agreement is attached and incorporated herein as Exhibit “A”; and

WHEREAS, the Village and GMS desire to enter into a First Amendment to the Agreement (“First Amendment”), whereby GMS will continue to provide the Services to the Village for two additional years effective October 1, 2020 through September 30, 2022, with an annual increase of \$5,000.00 in compensation.

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. First Amendment. The First Amendment to the Agreement between the Village and GMS for the provision of the Services as attached and incorporated herein as Exhibit “B” is approved and the Village Manager is authorized to execute the First Amendment and expend budgeted funds on behalf of the Village.

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 2nd day of June, 2020.

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

4
5 Virginia O'Halpin, Mayor _____
6 MacDonal Kennedy, Vice-Mayor _____
7 Daniel Samaria, Commissioner _____
8 Commissioner Tudor _____
9 Roxanna Ross, Commissioner _____

10
11 VILLAGE OF BISCAYNE PARK

12
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14 _____
15 Virginia O'Halpin, Mayor

16
17
18 ATTEST:

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20
21 _____
22 Roseann Prado, Village Clerk

23
24
25 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
26 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

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28
29 _____
30 John R. Herin, Jr., Interim Village Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into the 28 day of November, 2017 by and between:

VILLAGE OF BISCAAYNE PARK, FLORIDA
a municipal corporation
640 NE 114th Street
Biscayne Park, Florida 33161
(hereinafter referred to as "VILLAGE")

AND

GOVERNMENTAL MANAGEMENT SERVICES –
SOUTH FLORIDA, LLC
a Florida limited liability company
5385 North Nob Hill Road
Sunrise, Florida 33351
(hereinafter referred to as "CONSULTANT")

1. **Engagement.** The VILLAGE engages CONSULTANT to perform, and CONSULTANT agrees to use commercially acceptable standards to perform, the following services:

- Monthly bank reconciliations
- Process accounts payable (weekly)
- Submit payroll hours (bi-weekly)
- Post payroll transactions to general ledger
- Process pension contributions
- Process payroll taxes and reporting requirements
- Prepare and make weekly cash receipt deposits
- Prepare monthly financial reports and respond to questions
- Prepare annual budget for adoption and budget amendment(s), if required
- Prepare financial records for annual audit report
- Various other financial related issues that may arise related to the daily accounting operations of the Village; all services to be performed from the CONSULTANT's Sunrise office

2. **Term.** This Agreement shall be effective upon the approval of the VILLAGE Commission and shall terminate on November 6, 2018 with an option to renew for two (2) additional one (1) year terms, under the same terms and conditions, provided that funds are available and appropriated by the VILLAGE Commission.

3. **Termination.** The VILLAGE shall have the right to terminate services with the CONSULTANT without cause at any time upon written notice. CONSULTANT will take

all reasonable and necessary actions to transfer all the books and records of the VILAGE in its possession in an orderly fashion to the VILLAGE and the VILLAGE shall pay CONSULTANT for all services properly rendered prior to termination.

4. **Compensation.** In consideration of the services to be rendered by CONSULTANT during the term of this Agreement, CONSULTANT shall receive a monthly fee of \$3,750.00. The monthly fee shall be paid on the 1st of each month for work done the previous month. At the end of the first year, the VILLAGE shall consider a fee adjustment based on the anticipated type of work to be performed during the next year.

The VILLAGE shall also compensate CONSULTANT in the amount of \$20,000.00 for the following conversion costs:

- Conversion of financial data to CONSULTANT's software
- Reconcile Fiscal Year 2016 to prepare and issue the 2016 CAFR
- Conversion of current data to CONSULTANT's software
- Reconcile Fiscal Year 2017

CONSULTANT shall update the VILLAGE's computer system monthly in order to keep records in the VILLAGE's BS&A software.

The VILLAGE shall pay \$10,000.00 to CONSULTANT upon approval by the VILLAGE Commission and the balance of \$10,000.00 upon the issuance of the 2016 CAFR.

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

5. **Indemnification.** CONSULTANT shall indemnify, defend, save and hold harmless the VILLAGE, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of CONSULTANT or its subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of (a) a defective condition in any services provided pursuant to this Agreement, whether patent or latent; (b) any act, omission, default or negligence of CONSULTANT in the provision of the services under this Agreement; (c) the breach of any warranty and/or term of this Agreement by CONSULTANT (d) the violation of federal, state, county or municipal laws, ordinances or regulations by CONSULTANT.

6. **Warranties.** CONSULTANT warrants to the VILLAGE that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Agreement.

7. **Insurance.** UPON EXECUTION OF THIS AGREEMENT BY CONSULTANT, CONSULTANT SHALL SUBMIT TO THE VILLAGE A COPY OF ITS PROFESSIONAL LIABILITY INSURANCE IN A FORM ACCEPTABLE TO THE VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, CONSULTANT shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension thereunder is in effect. CONSULTANT shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

CONSULTANT shall procure and maintain the professional liability insurance at its own expense and keep such insurance in effect during the full term of the Agreement.

Violation of the terms of this paragraph and its subparts shall constitute a breach of the Agreement and the VILLAGE, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONSULTANT shall thereupon cease and terminate.

8. **Documents/Records.** Upon termination of this Agreement, CONSULTANT shall transfer, assign and make available to the VILLAGE, or its representatives, all property and materials in its possession or control belonging to the VILLAGE and paid for by the VILLAGE. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, CONSULTANT and the VILLAGE agree that for the purposes of this Agreement the material shall be considered work made for hire and the property of the VILLAGE. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event CONSULTANT hereby assigns all right, title and interest to said material to the VILLAGE.

9. **Records and Audit**

The VILLAGE reserves the right to audit the records of CONSULTANT relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by the VILLAGE. If required by the VILLAGE, CONSULTANT shall agree to submit to an audit by an independent certified public accountant selected by the VILLAGE at the sole expense of the VILLAGE. CONSULTANT shall allow the VILLAGE to inspect, examine and review the records of the CONSULTANT at any and all times during normal business hours during the term of this Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE VILLAGE OF BISCAYNE PARK,

**MARLEN MARTELL, VILLAGE CLERK, 640 NE 114TH STREET,
BISCAYNE PARK, FLORIDA 33161,
VILLAGECLERK@BISCAYNEPARKFL.GOV, (305) 899-8000.**

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

- (1) Keep and maintain public records required by VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion and/or termination of the Agreement if CONSULTANT does not transfer the records to VILLAGE.
- (4) Upon completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of CONSULTANT or keep and maintain public records required by the VILLAGE to perform the service. If CONSULTANT transfers all public records to the VILLAGE upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.

REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a VILLAGE's contract for services must be made directly to the VILLAGE. If the VILLAGE does not possess the requested records, the VILLAGE shall immediately notify CONSULTANT of the request, and CONSULTANT must provide the records to the VILLAGE or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.
- (b) If CONSULTANT does not comply with the VILLAGE'S request for records, the VILLAGE shall enforce the contract provisions in accordance with the Agreement.

(c) Any CONSULTANT who fails to provide the public records to the VILLAGE within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against CONSULTANT to compel production of public records relating to a VILLAGE's contract for services, the court shall assess an award against CONSULTANT the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONSULTANT unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONSULTANT has not complied with the request, to the VILLAGE and to CONSULTANT.

(b) A notice complies with subparagraph (a)(2) if it is sent to the VILLAGE's custodian of public records and to CONSULTANT at CONSULTANT's address listed on its contract with the VILLAGE or to CONSULTANT's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any consultant who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

10. **Independent Contractor Status.** The CONSULTANT and the VILLAGE agree that the CONSULTANT is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the CONSULTANT nor any employee of the CONSULTANT shall be entitled to any benefits accorded to VILLAGE employees by virtue of the services provided under this Agreement. The VILLAGE shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the Florida Retirement Program, or otherwise assuming the duties of an employer with respect to the CONSULTANT or any employee of the CONSULTANT.

11. **Assignment.** CONSULTANT shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without the VILLAGE's prior written approval.

12. **Severability.** If any of the provisions of this Agreement are held invalid or unenforceable, the remainder shall remain in full force and effect.

13. **Jurisdiction:** The formation, construction and performance of this Agreement shall be construed in accordance with the laws of the State of Florida. Any action brought relating to this Agreement shall be heard exclusively in a State court in the County of Miami-Dade.

14. **Entire Agreement; Modification.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

15. **Paragraph Headings.** All paragraph headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limiting or expanding the terms set out in this Agreement.

16. **Notices.** All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and addresses:

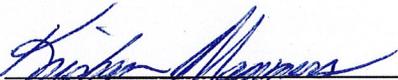
VILLAGE: Krishan Manners, Village Manager
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161

CONSULTANT: Patti Powers, Manager
Governmental Management Services – South Florida LLC
5385 North Nob Hill Road
Sunrise, Florida 33351

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

THE VILLAGE OF BISCAYNE PARK, a
municipal corporation, organized and existing
under the laws of the State of Florida

ATTEST:

By: 
KRISHAN MANNERS, Village Manager


MARLEN MARTELL, Village Clerk

Approved as to form:

By: 
JOHN J. HEARN, Village Attorney

GOVERNMENTAL MANAGEMENT SERVICES
- SOUTH FLORIDA LLC

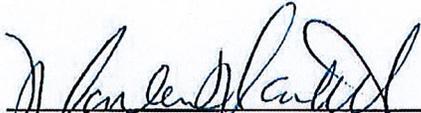
By: _____
Patti Powers, Manager

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

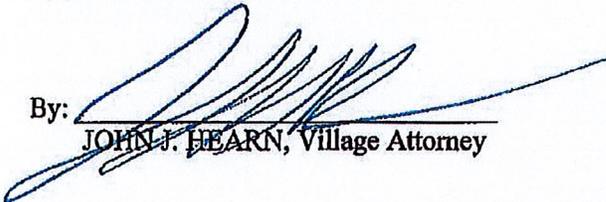
THE VILLAGE OF BISCAYNE PARK, a municipal corporation, organized and existing under the laws of the State of Florida

ATTEST:

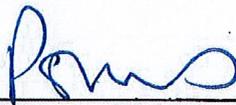
By: 
KRISHAN MANNERS, Village Manager


MARLEN MARTELL, Village Clerk

Approved as to form:

By: 
JOHN J. HEARN, Village Attorney

GOVERNMENTAL MANAGEMENT SERVICES
- SOUTH FLORIDA LLC

By: 
Patti Powers, Manager



Governmental Management Services

Serving Florida's New Communities

Governmental Management Services-South Florida, LLC
Contract Extension
For
Villages of Biscayne Park

Governmental Management Services – South Florida, LLC (“Contractor”) proposes a two year extension to current Accounting Services Agreement with the Villages of Biscayne Park (“Villages”) with the addition of a flat fee for General Consulting Services. The following are the proposed fees:

<u>Fiscal Year</u>	<u>Annual Amount*</u>
2021	\$60,000
2022	\$65,000

*amounts include \$5,000 for General Consulting Services

Governmental Management Services-
South Florida, LLC
Authorized Officer

Villages of Biscayne Park
Authorized Officer

Print Name

Print Name

Date

Date

Orlando
219 E. Livingston St.
Orlando, FL 32801

Jacksonville
9655 Florida Mining Blvd.
W
Suite 305
Jacksonville, FL 32257

St. Augustine
475 West Town Place
Suite 114
St. Augustine, FL 32092

Ft. Lauderdale
5385 N. Nob Hill Rd.
Sunrise, FL 33351

Tampa
18842 N. Dale Mabry Hwy
Lutz, FL 33548

Knoxville
1001 Bradford Way
Kingston, TN 37763



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 11.d

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

FROM: David Hernandez, Interim Village Manager

DATE: June 2, 2020

TITLE: Resolution 2020-29 - A Resolution Of The Village Commission Of The Village Of Biscayne Park, Florida, Approving A First Amendment To The Agreement Between The Village Of Biscayne Park And Calvin, Giordano & Associates, Inc., For The Provision Of Building Plan Review And Inspection Services And Municipal Planning Department Services; Providing For Severability; And Providing For An Effective Date.

Recommendation

Approve a First Amendment to the Agreement between the Village of Biscayne Park and Calvin, Giordano & Associates, Inc., for Building and Planning services.

Background

The Village of Biscayne Park ("Village") and Calvin, Giordano & Associates, Inc. ("CGA") entered into a professional services agreement ("Agreement"), whereby CGA provides the Village with building plan review and inspections services and municipal planning department services ("Services"). The Village and CGA desire to enter into a First Amendment to the Agreement, whereby CGA will retroactively continue to provide the Services to the Village through August 31, 2020.

Resource Impact

Funds have been budgeted for the Services.

Attachment(s)

- Resolution 2020-29 with Exhibits "A" & "B"

Prepared/Sponsored by: David Hernandez, Interim Village Manager

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RESOLUTION NO. 2020-29

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND CALVIN, GIORDANO & ASSOCIATES, INC., FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES AND MUNICIPAL PLANNING DEPARTMENT SERVICES; 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, on August 7, 2018, the Village of Biscayne Park (“Village”) and Calvin, Giordano & Associates, Inc. (“CGA”) entered into a professional services agreement (“Agreement”), whereby CGA provides the Village with building plan review and inspections services and municipal planning department services (“Services”); and

WHEREAS, the Agreement was for a one year term, with four-one year renewals at the Village’s discretion. A copy of the Agreement is attached and incorporated herein as Exhibit “A”; and

WHEREAS, desire to enter into a First Amendment to the Agreement that is retroactively effective September 1, 2019 through August 31, 2020. A copy of the First Amendment is attached and incorporated herein as Exhibit “B”.

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. First Amendment. The First Amendment to the Agreement between the Village and CGA for the provision of the Services as attached and incorporated herein as Exhibit “B” is approved and the Village Manager is authorized to execute the First Amendment and expend budgeted funds on behalf of the Village.

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.

1 PASSED AND ADOPTED this 2nd day of June, 2020.

2
3 The foregoing Resolution was offered by _____, who moved its
4 adoption. The motion was seconded by _____, and upon being put to a vote
5 the vote was as follows:

6
7 Virginia O’Halpin, Mayor _____
8 William Tudor, Vice Mayor _____
9 Daniel Samaria, Commissioner _____
10 Macdonald Kennedy, Commissioner _____
11 Roxanna Ross, Commissioner _____

12
13 VILLAGE OF BISCAYNE PARK

14
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16 _____
17 Virginia O’Halpin, Mayor

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21 ATTEST:

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23
24 _____
25 Roseann Prado, Village Clerk

26
27
28 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
29 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

30
31
32 _____
33 John R. Herin, Jr., Interim Village Attorney

Exhibit A

**AGREEMENT
BUILDING PLAN REVIEW AND INSPECTION SERVICES
AND/OR
MUNICIPAL PLANNING DEPARTMENT SERVICES**

THIS IS AN AGREEMENT, dated the 7th day of August, 2018, between:
VILLAGE OF BISCAYNE PARK, a Florida municipal corporation, hereinafter "VILLAGE,"
and
CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation, hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, Project No. RFP No. 2018-01, "Building Plan Review and Inspection Services and Municipal Planning Department Services 2018" was advertised on February 9, 2018, and advised that sealed proposals would be received at the Village Clerk's Office until March 2, 2018, at 2:00 p.m.; and,

WHEREAS, the sealed proposals that were received were opened and read aloud in Village Hall at 640 NE 114th Street, Biscayne Park, Florida; and,

WHEREAS, CONTRACTOR has been determined to be a responsible and responsive Proposer for the Project; and,

WHEREAS, the VILLAGE Commission deems it to be in the best interest of the residents and citizens to accept the proposal from CONTRACTOR for "Building Plan Review and Inspection Services and/or Municipal Planning Department Services"; and,

WHEREAS, VILLAGE has determined that entering into this Agreement with CONTRACTOR for the work contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the VILLAGE; and,

WHEREAS, VILLAGE and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for "Building Plan Review and Inspection Services and/or Municipal Planning Department Services" (hereafter referred to as the "Work"); and,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1.0 PREAMBLE

CONTRACTOR submitted a proposal dated March 2, 2018, which is included and incorporated in this Agreement as Attachment 1, to provide Building Plan Review and Inspection Services and Municipal Planning Department Services. RFP 2018-01, Building Plan Review and Inspection Services and Municipal Planning Department Services, incorporated in its entirety in this Agreement as Attachment 2.

2.0 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the Work. CONTRACTOR represents to VILLAGE with full knowledge that VILLAGE is relying upon these representations when submitting a Proposal, that CONTRACTOR has the professional expertise, experience, and manpower to perform the Work requested. The CONTRACTOR will bear all costs associated with the Work. CONTRACTOR shall provide services to include:

2.1.1 Provide Building Official Services in accordance with Chapter 468.604, Florida Statutes

2.1.2 Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses, and registration.

2.1.3 Plan review and inspection services shall include, but not limited to, structural, electrical, plumbing, mechanical/HVAC and very infrequently landscaping.

2.1.4 Review plans for compliance with National, State, VILLAGE, and Building Code requirements.

2.1.5 Inspect permitted construction, within Village limits, for compliance with VILLAGE codes and permitted plans and specifications.

2.1.6 Each plan reviewer and inspector must work in the VILLAGE each day for the amount of hours needed to review plans and perform inspections, however unnecessary delays are not acceptable.

2.1.7 Maintain records of inspections and investigations. VILLAGE inspection forms must be used.

2.1.8 Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing of building permits and elevation certificates.

2.1.9 Contact and meet with VILLAGE officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns.

2.1.10 Provide services in regard to Unsafe Buildings and the Miami-Dade County Unsafe Structures Board.

2.1.11 Emergency response when requested by VILLAGE Officials during duty and after duty hours.

2.1.12 Zoning/Land use regulation and drafting amendments to land use law.

2.1.13 Comprehensive Planning

2.1.14 Community Planning

2.1.15 Permit Review

2.2 For Building Services CONTRACTOR shall assign a minimum of one plans reviewer/inspector for each discipline (i.e. structural, plumbing, electrical, and HVAC/mechanical) with all applicable certifications required pursuant to Florida Statutes and the Miami-Dade County Board of Rules and

Appeals. All personnel performing inspection services will have at least three (3) years' experience in their respective disciplines. All personnel performing services will be fluent in English.

2.3 For Building Services CONTRACTOR shall provide and maintain at its expense the vehicles necessary to perform the services. CONTRACTOR shall keep all vehicles clean and in good repair, free from leaking fluids, properly registered and insured, and bear the company name of each side of the vehicle.

2.4 While performing building services, all personnel shall wear a uniform shirt with the name or logo of the CONTRACTOR identified on the shirt.

2.5 All building services plan review and inspection personnel shall be equipped with cell phones. The cell phone numbers will be provided to the Building Department. The cell phone numbers of all planning services personnel will be provided to the Village Manager and Village Clerk.

2.6 The VILLAGE shall retain the right after consultation with the CONTRACTOR to request Building Plans Review and Inspection Services and Municipal Planning Department Services personnel changes if mutually agreed in order to better serve VILLAGE residents.

3.0 CONTRACTOR PERFORMANCE RESPONSIBILITIES

3.1 Plan reviews will be performed within a stated number of business days after receipt of plans in accordance with the following schedule:

3.1.1 Major Permits (Commercial and Residential): Ten (10) business days for additions, alterations, demolition, or new construction.

3.1.2 Permits (Commercial and Residential): Five (5) business days for other permits.

3.1.3 As part of Building Plans Review and Inspection Services the CONTRACTOR shall periodically have its personnel, independent of code enforcement, traverse the VILLAGE in order to determine whether any unpermitted development is taking place.

3.2 Municipal Planning Department Services will be performed on an as needed basis.

4.0 CONTRACT PERIOD

The initial term of this Agreement is effective on September 1, 2018 for one-year with four one-year renewal options upon agreement of VILLAGE and CONTRACTOR.

5.0 CONTRACT PRICE

5.1 Contract prices are identified in CONTRACTOR'S proposal included as Attachment 1 to this Agreement.

5.2 CONTRACTOR shall invoice VILLAGE monthly for services performed.

6.0 INDEMNIFICATION

6.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the VILLAGE of Biscayne Park,

its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the VILLAGE may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the VILLAGE as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

6.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.0 INSURANCE

7.1 CONTRACTOR and all subcontractors shall have the proper insurance coverage and documents for this type of project, which will include:

7.1.1 Comprehensive General or Commercial Liability: CONTRACTOR shall provide Comprehensive General or Commercial Liability Insurance, including the Village of Biscayne Park, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. CONTRACTOR shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. VILLAGE shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.1.2 Worker's Compensation: CONTRACTOR shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. CONTRACTOR shall provide Worker's

Compensation and Employer's Liability Insurance for the benefit of CONTRACTOR'S work force in accordance with State Statutes.

7.1.3. Business Automobile Liability: CONTRACTOR shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The VILLAGE shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the VILLAGE annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.2 Certificates of Insurance: Before commencing performance of the Agreement, the CONTRACTOR shall furnish the VILLAGE of Biscayne Park with a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

7.2.1 Name of insurance carrier(s)

7.2.2 Effective and expiration dates of policies

7.2.3 Thirty (30) days written notice by carrier of any cancellation or material change in a policy.

7.2.4 Duplicate Policy or Certificates of Insurance stating that the interests of the VILLAGE of Biscayne Park, Florida, is included as an additional named insured, and specifying the project/location.

7.3 Such insurance shall apply despite any insurance which the VILLAGE of Biscayne Park may carry in its own name.

8.0 WARRANTIES AND ATTORNEY'S FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the VILLAGE with the usual thoroughness and competence of industry standards for building plan review and inspection services. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

9.0 MISCELLANEOUS

9.1 Law Governing: This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

9.2 Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

9.3 Each party waives its rights to a trial by jury.

9.4 Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

9.5. This Agreement may not be assigned without the prior written approval of the VILLAGE.

9.6 Any use of subcontractors have prior approval from the VILLAGE.

10.0 PUBLIC RECORDS

If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, as to CONTRACTOR's duty to provide public records relating to this Letter of Understanding, contact Village Clerk, Roseann Prado, 600 NE 114 Street, Biscayne Park, FL 33161, villageclerk@biscayneparkfl.gov, (305) 899-8000.

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

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a VILLAGE's contract for services must be made directly to the VILLAGE. If the VILLAGE does not possess the requested records, the VILLAGE shall immediately notify the CONTRACTOR of the request, and CONTRACTOR must provide the records to the VILLAGE or allow the records to be inspected or copied within a reasonable amount of time.
- (b) If CONTRACTOR does not comply with the VILLAGE's request for records, the VILLAGE shall enforce the contract provisions in accordance with the contract.
- (c) Should CONTRACTOR fail to provide the public records to the VILLAGE a reasonable time CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes..

CIVIL ACTION

(a) If a civil action is filed against CONTRACTOR to compel production of public records relating to a VILLAGE's contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to the VILLAGE and to the CONTRACTOR.

(b) A notice complies with subparagraph (a)2 if it is sent to the VILLAGE's custodian of public records and to CONTRACTOR at CONTRACTOR's address listed on its contract with the VILLAGE or to CONTRACTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Should CONTRACTOR comply with a public records request within eight (8) business days after the notice is sent it shall not be liable for the reasonable costs of enforcement.

11.0 TERM AND TERMINATION

11.1 It is expressly understood and agreed that the VILLAGE or CONTRACTOR may terminate this Agreement, in total or in part, without cause or penalty, with sixty (60) calendar days' notice. In that event, the VILLAGE'S sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours of Work performed by the CONTRACTOR up to the time of termination, including materials. Upon such termination, the VILLAGE may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

11.2 The Agreement can be extended for additional one-year periods upon the written approval of the VILLAGE Administrator and CONTRACTOR. The VILLAGE Administrator can approve amendments to this Agreement.

12.0 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties

Attention: Roseann Prado, Village Clerk
600 N.E. 114th Street
Biscayne Park, Florida 33161
Telephone: (305) 899-8000
Fax: (305) 891-7241

For CONTRACTOR:

Calvin, Giordano & Associates, Inc.

Alex A. David, AICP
10800 Biscayne Blvd.

SUITE 950
MIAMI, FL 33161

13.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

13.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

13.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

14.0 DEFAULT

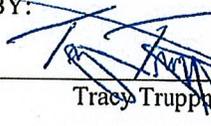
In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the VILLAGE may declare the CONTRACTOR in default and notify them in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR or shall only be compensated for any services completed as of the date written notice of default is served.

ACCEPTANCE OF AGREEMENT

Execution of this Agreement by both parties signifies agreement with all the terms and conditions. In witness of the foregoing, the parties have set their hands and seals the day and year first written above.

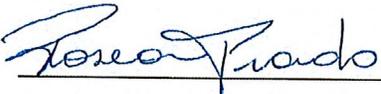
VILLAGE OF BISCAYNE PARK, FLORIDA

BY:



Tracy Truppan, Mayor

ATTEST:



Roseann Prado, Village Clerk

APPROVED AS TO FORM:



John Herin, Village Attorney

WITNESS:

CONTRACTOR

Jayz Gomez
Signature of Witness

Tanya Gomes
Printed Name of Witness

[Signature]
Signature of Corporate President

Dennis Giordano
Printed Name of Corporate President

[Signature]
Signature of Corporate Secretary

Dawn Hopkins
Printed Name of Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA)

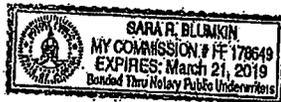
COUNTY OF Broward) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dennis Giordano as President of Calvin Giordano Assoc a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper official of Calvin Giordano Assoc for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7 day of August, 2018.

Notary Seal

[Signature]
Signature of Notary Public



**AMENDMENT ONE
AGREEMENT BUILDING PLAN REVIEW AND INSPECTION SERVICES
AND/OR MUNICIPAL PLANNING DEPARTMENT SERVICES
BETWEEN THE VILLAGE OF BISCAYNE PARK
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

The First Amendment is made and effective the 1st day of September 2019, by and between the Village of Biscayne Park (Municipality) and Calvin, Giordano & Associates, Inc. (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into an Agreement for Building Plan Review and Inspection Services and/or Municipal Planning Department Services (Agreement), by which the Parties established the terms and conditions for service delivery for the period of September 1, 2018 through August 31, 2019; and

WHEREAS, the Parties agree that entering into this Amendment to the Agreement is in the mutual best interest of both parties; and

WHEREAS, the Agreement allows for four one-year renewal options.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Village and Consultant as follows:

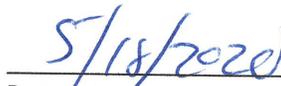
1. The Agreement is hereby extended for one (1) year effective September 1, 2019 through August 31, 2020.

The original Agreement, Exhibits and terms shall remain in effect, to the extent not modified by previous or this Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



Chris Giordano, Vice President
Calvin, Giordano & Associates, Inc.



Date

Signature
Village of Biscayne Park

Date

Name & Title



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 12.a

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

FROM: Dan Samaria

DATE: June 02, 2020

TITLE: Whistle Blower Protection for Village of Biscayne Park Employees

Recommendation: In order to better protect their employees Miami-Dade County passed a Whistle Blower Protection ordinance on September 4, 2019. I believe we owe it to our employees to protect them in the same way.

Background: Currently we do not have a Biscayne Park ordinance to protect our very dedicated employees. I believe this is extremely unfair and discourages employees from reporting serious issues.

Resource Impact: Preparation of ordinance and advertising. Less attorney time will be needed if we use Miami-Dade County ordinance and change only necessary wording for Biscayne Park.

Attachment: Copy of Miami-Dade County ordinance passed on September 4, 2019

Prepared by: Dan Samaria

MEMORANDUM

Agenda Item No. 7(F)

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

DATE: September 4, 2019

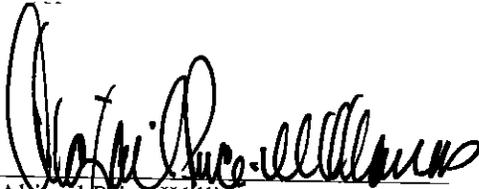
FROM: Abigail Price-Williams
County Attorney

SUBJECT: Ordinance relating to Municipal Whistleblowers; amending article LXXI of chapter 2 of the Code; requiring municipalities to adopt ordinances by a certain date to protect municipal employees who disclose specified information; setting minimum standards for municipalities to enact such ordinances; requiring municipalities to submit annual reports; providing for Inspector General oversight; providing that Board may take certain actions in the event municipalities are not in compliance with minimum standards

A substitute was presented and forward to the BCC with a favorable recommendation at the 7-17-19 Heath Care and County Operations Committee. This substitute differs from the original version in that it: 1) replaces mandatory language with language making it optional for municipalities to adopt Whistleblower Ordinances in compliance with the minimum standards of this Ordinance; 2) requires only those municipalities that opt-in to the minimum standards of this Ordinance to submit annual reports; 3) modifies the scope of Inspector General oversight; and 4) removes the penalty provision for municipalities that are not in compliance with minimum standards.

Rule 5.06(i) of the Board's Rules of Procedure provides that differences between an original item and a substitute item should be uniquely identified in the substitute by double underlining and double strike-through, or where such approach would not clearly show the difference or are not practical, by providing footnotes or comments on the item. Based on Rule 5.06(i), the preceding comprehensive description of the differences between the original item and substitute is provided in lieu of double underlining and double strike through.

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman and Co-Sponsor Commissioner Esteban L. Bovo, Jr.


Abigail Price-Williams
County Attorney

APW/lmp

Memorandum



Date: September 4, 2019

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is written in a cursive, flowing style and is positioned to the right of the "From:" field.

Subject: Fiscal Impact Statement for Ordinance Relating to Municipal Whistleblowers - Substitute

The substitute item amends the legislation to allow municipalities to opt-in rather than mandating the adoption of Whistleblower Ordinance and its compliance. Therefore, if the demand is minimal, then the Commission on Ethics and the Office of the Inspector General (OIG) will be able to perform these tasks using existing resources. However, if a substantial number of the municipalities adopt conforming ordinances, then the OIG may have to reassess the impact on their existing resources.

A handwritten signature in black ink, appearing to read "Edward Marquez". The signature is written in a cursive, flowing style and is positioned above the printed name and title.

Edward Marquez
Deputy Mayor

FIS05019 191806

A small, handwritten mark or signature at the bottom center of the page, possibly a stylized letter or initials.

Memorandum



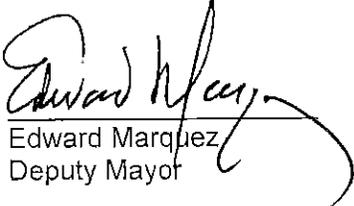
Date: September 4, 2019

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

From: Carlos A. Gimenez 
Mayor

Subject: Social Equity Statement for Ordinance Relating to Municipal Whistleblowers

The implementation of this ordinance could have a positive social benefit for the employees of municipalities who are whistleblowers. This benefit would be based on the uniform standards and confidentiality provisions of the ordinance, as well as employee protection from retaliation by a municipality or independent contractor against whom the employee has filed a complaint.


Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: September 4, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 7(F)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(F)
9-4-19

ORDINANCE NO. _____

ORDINANCE RELATING TO MUNICIPAL WHISTLEBLOWERS; AMENDING ARTICLE LXXI OF CHAPTER 2 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; REQUIRING MUNICIPALITIES TO ADOPT ORDINANCES BY A CERTAIN DATE TO PROTECT MUNICIPAL EMPLOYEES WHO DISCLOSE SPECIFIED INFORMATION; SETTING MINIMUM STANDARDS FOR MUNICIPALITIES TO ENACT SUCH ORDINANCES; REQUIRING MUNICIPALITIES TO SUBMIT ANNUAL REPORTS; PROVIDING FOR INSPECTOR GENERAL OVERSIGHT; PROVIDING THAT BOARD MAY TAKE CERTAIN ACTIONS IN THE EVENT MUNICIPALITIES ARE NOT IN COMPLIANCE WITH MINIMUM STANDARDS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, in 1994, the Board of County Commissioners adopted Ordinance No. 94-107 known as the Employee Protection Ordinance consistent with section 112.3187 *et seq.*, Florida Statutes, now codified as chapter 2, article IV, division 6 of the Code of Miami-Dade County, which prohibits the County from retaliating against County employees for disclosing specified information concerning unlawful activity, misfeasance or malfeasance by the County or independent contractors; and

WHEREAS, in 1996, the Board of County Commissioners adopted Ordinance No. 96-41 known as the Whistleblower Ordinance, now codified as chapter 2, article LXXI of the Code, which currently prohibits the County from retaliating against any person for disclosing specified information concerning unlawful activity, misfeasance or malfeasance by the County or independent contractors; and

WHEREAS, in 2015, the Board of County Commissioners adopted Ordinance No. 15-120, which expanded the means for employees to provide protected disclosures, to empower employees to take responsibility for an efficient and effective government, and to empower them to safely and securely disclose specified information to authorized local officials; and

WHEREAS, on October 3, 2017, the Board of County Commissioners adopted Ordinance No. 17-74, to prohibit any employer with 10 or more employees that enters into a contract with the County, from retaliating against any employee or other person for disclosing specified information concerning unlawful activity, misfeasance or malfeasance by employees, agents or independent contractors of County departments; and

WHEREAS, some of the municipalities within Miami-Dade County may not have adequate employee protection ordinances; and

WHEREAS, it is the intent of this ordinance, consistent with section 112.3187 *et seq.*, Florida Statutes, the State Whistleblower's Act, to set minimum standards for municipalities to enact employee protection ordinances, and to ensure that municipal employees who disclose violations of law or wrongdoing by a municipality or independent contractors have effective protections, including confidentiality and protection from retaliation,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Article LXXI of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

**ARTICLE LXXI. – PROTECTION OF PERSONS
DISCLOSING SPECIFIED INFORMATION.**

**>>DIVISION I. COUNTY EMPLOYEES AND
CONTRACTORS.<<**

* * *

**>>DIVISION II. MUNICIPAL EMPLOYEES AND
CONTRACTORS.**

Sec. 2-967.10.2 - Declaration of legislative intent.

The intent of this division is to provide optional minimum standards for municipalities to prevent municipalities or independent contractors from taking retaliatory action against an employee or person who reports a violation of law on the part of a municipality, municipal officer, or independent contractor relating to a substantial and specific danger to the public's health, safety, or welfare; or who reports unlawful activity, misfeasance, malfeasance, gross waste of funds, or any other abuse or gross neglect of duty on the part of a municipality, municipal officer, or independent contractor.

Recognizing that the State of Florida has adopted its own Whistleblower's Act, section 112.3187 et. seq., Florida Statutes, and that the state act provides for the adoption of local procedures for administrative enforcement, the Board intends this ordinance to be interpreted consistently with the state act, as it may be amended from time to time.

Sec. 2-967.10.3 - Jurisdiction and area of application.

- (1) The provisions of this division shall not apply to any complaint naming the county, the state, the federal government, or any of their agencies, employees, or independent contractors as a respondent.
- (2) This division shall be an optional minimum standard to be enacted and enforced by the municipalities; provided, any municipality may establish and enforce more stringent regulations as such municipality may deem necessary.
- (3) The provisions of this division shall be cumulative and in addition to and not in derogation of any and all other existing provisions or laws.

Sec. 2-967.10.4 - Definitions. As used in this Article:

- (1) “Municipality” means a municipality within Miami-Dade County created pursuant to general or special law authorized or recognized pursuant to section 2 or section 6, article VIII of the State Constitution or pursuant to article 6 of the Miami-Dade County Home Rule Charter.
- (2) “Employee” means a person who performs services for, and under the control and direction of, or contracts with, a municipality or independent contractor for wages or other remuneration.
- (3) “Adverse personnel action” means the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse personnel action taken against an employee within the terms and conditions of employment by a municipality or independent contractor.
- (4) “Independent contractor” means a person, other than a federal, state, or local government entity, engaged in any business and who enters into a contract, including a provider agreement, with a municipality.
- (5) “Person” means any natural person, corporation, firm, joint venture or entity other than a federal, state or local government entity or any employee thereof.
- (6) “Technical support” means assistance intended to facilitate the development of processes and procedures and not assistance in conducting investigations.
- (7) “Ethics Commission” means the Miami-Dade Commission on Ethics and Public Trust.
- (8) “Inspector General” means the Miami-Dade County Office of the Inspector General.
- (9) All other words or terms used in this ordinance shall have the same meaning as such words and terms have under the State Whistleblower’s Act.

8

Sec. 2-967.10.5. - Municipal Employee Protection.

- (1) County Technical Support for Municipal Employee Protection.
 - (a) The Inspector General may provide a requesting municipality with technical support in developing the processes and procedures for receiving, documenting, and investigating disclosures of actual or suspected violations of law or prohibited acts committed by an employee or agent of the municipality or independent contractor.
 - (b) The Ethics Commission may provide a requesting municipality with technical support in developing the processes and procedures for receiving, documenting and investigating complaints of adverse personnel action taken in retaliation for disclosing information under this division.
 - (c) The technical support referenced in subsections (1)(a) and (b) above is not intended to replace the municipality's own commitment of resources to develop a system for the intake, processing, and documentation of disclosures of violations and adverse personnel actions, and the investigation of such complaints.
- (2) Opt-in Provision for Municipalities to Enact Employee Protection Ordinances.
 - (a) At its option, any municipality within Miami-Dade County may adopt Employee Protection Ordinances consistent with the State Whistleblower's Act and the minimum standards of this division. Within 30 days of the adoption of any such municipal ordinance, the municipality shall provide written notice and a copy of the municipal ordinance to: the Clerk of the Board of the Board of County Commissioners, the Inspector General, and the Ethics Commission.
 - (b) A current list of all municipalities that have adopted their own employee protection ordinances and programs shall be kept on file with the Inspector General and shall be available for inspection.

(3) Minimum Standards for Municipal Ordinances. Pursuant to the authority granted in section 1.01(A)(18) of the Miami-Dade County Home Rule Charter, the County hereby adopts the provisions below as optional minimum standards for municipal ordinances.

(a) To comply with the optional minimum standards for employee protection ordinances, a municipal ordinance shall contain provisions:

(i) that designate the “actions prohibited” and

1. specify that the municipality shall not dismiss, discipline, take any other adverse personnel action or other adverse action that affects the rights or interests of an employee or person because the employee or person has disclosed or threatened to disclose information pursuant to this division; and

2. specify that the provisions shall not apply when an employee or person discloses information known by the employee or person to be false.

(ii) that designate the “nature of information disclosed” and specify that the information disclosed under the provision must include:

1. Any violation or suspected violation of any federal, state or local law, rule or regulation committed by an employee or agent of the municipality or independent contractor which creates and presents a substantial and specific danger to the public’s health, safety or welfare; or

2. Any act or suspected act of gross mismanagement, malfeasance, gross waste of public funds or gross neglect of duty committed by an employee or

agent of the municipality or an independent contractor.

- (iii) that designate “to whom information disclosed” and require that the information be disclosed to a chief executive officer of the municipality or such official or officials as the chief executive officer may designate to receive such information on his/her behalf, or other appropriate local official for the municipality as described in section 112.3187(6), Florida Statutes.

- (iv) that designate the “employees and persons protected” and
 - 1. require the protection of employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by the municipality, any local, state or federal government entity having the authority to investigate, police, manage, or otherwise remedy the violation or act; who refuse to participate in any adverse personnel action prohibited by this division; who refuse to participate in any adverse action prohibited by this division; or who are otherwise protected by the State Whistleblower's Act.

 - 2. require that the provisions may not be used by persons while they are under care, custody, or control of the state or county correctional system or, after release from the care, custody, or control of the state or county correctional system, with respect to circumstances that occurred during any period of incarceration.

3. require that no remedy or other protection under the ordinance apply to any person who has committed or intentionally participated in committing a violation or suspected violation for which protection under the ordinance is being sought.
 4. require that an employee who provides false information pursuant to this ordinance may be investigated and prosecuted pursuant to Florida Statutes.
 5. require that it shall be an affirmative defense to any complaint brought pursuant to the ordinance that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee's or person's exercise of rights protected by the ordinance.
- (v) that designate "remedies" and require the chief executive officer of the municipality to designate an appropriate executive-level municipal official or authority to receive written and signed complaints of prohibited actions as described in this division, and that establish an administrative procedure for handling such complaints. The administrative procedure created by municipal ordinance must provide for the complaint to be heard by a panel of impartial persons appointed by the appropriate executive-level municipal official or authority. Such panelists may be paid a fee for their services, but shall not be deemed municipal officials or employees. The panel shall conduct a hearing after notice to the complainant, the respondent, and the municipal department, division, bureau, commission, authority, or political subdivision, or independent contractor involved. Any interested party may procure

the attendance of witnesses and the production of records at such hearings. Upon hearing the complaint, the panel must make findings of fact and conclusions of law, and recommendations for a final decision by the chief executive officer or other appropriate executive-level municipal official or authority. Within 180 days after entry of a final decision by the municipal authority, the public employee who filed the complaint may bring a civil action in any court of competent jurisdiction;

(vi) that designate "relief" to employees or persons subjected to actions prohibited under this division and

1. require, in any case brought under this division in which the chief executive officer of the municipality or other appropriate executive-level municipal official or authority finds that the employee has been subjected to an adverse action in violation of this division, the chief executive officer or designee to:

a. reinstate the employee to the same position held before the adverse personnel action was commenced or to an equivalent position, or award reasonable front pay as alternative relief;

b. reinstate the employee's fringe benefits and seniority rights, as appropriate; and

c. compensate the employee, if appropriate, for lost wages, benefits or other lost remuneration caused by the adverse personnel action, or compensate the person, if

appropriate, for the lost income, benefits or other lost remuneration caused by the adverse action.

2. specify that the municipality may sanction an independent contractor for violations of this division in one or more of the following ways:
 - a. require the municipal independent contractor to compensate the person or reimburse the municipality for any amounts paid by the municipality to compensate the person, for the lost income, benefits or other lost remuneration caused by the adverse action of the municipal independent contractor;
 - b. debar the independent contractor pursuant to any existing municipal debarment procedures; or
 - c. suspend payment or terminate payment under the contract or terminate the contract with the municipal independent contractor.
3. require that if a municipal independent contractor fails to pay any sanctions assessed by the municipality under this division, the municipality provide for sanctions against the non-complying independent contractor similar to the sanctions delineated under section 2-967.8(4) – (8) of the Code.

- (vii) that designate “existing rights” and ensure that the rights, privileges or remedies of any employee under any other law or rule or under any collective bargaining agreement or employment contract are not diminished; and that the election of remedies provided by section 447.401, Florida Statutes, shall also apply to complaints under the municipal ordinance.

- (viii) that designate “confidentiality of individuals disclosing information” and guarantee the protections of state law be afforded to any individual who discloses information in compliance with this division to the municipal officials set forth in this division. For example, the identity of such individuals shall be confidential and exempt from the provisions of the public records laws to the fullest extent permitted by, and in accordance with the law including, but not limited to, the confidentiality requirements and exemptions set forth in sections 119.0713 and 112.3188, Florida Statutes.

- (ix) that require any employee found by the chief executive officer or other appropriate executive-level municipal official or authority to have retaliated against another municipal employee in violation of this division, shall be subject to disciplinary action up to and including dismissal from municipal employment.

- (x) that require the chief executive officer, or his/her designee, to provide training regarding this division to all current municipal employees, and to new municipal employees hired after the effective date of the municipal employee protection ordinance as part of the initial municipal employee orientation;

- (xi) that require the chief executive officer, or his/her designee to periodically provide information and publish instructions on this division including, but not limited to, the disclosure of information, the methods of disclosing information, and the protections afforded by this division, to all employees of the municipality and public officials.
 - (xii) that require the chief executive officer, or his/her designee to maintain an accurate and complete log of all complaints made by municipal employees pursuant to this Division, and to provide that report to the Inspector General on an annual basis;
- (b) *Optional Investigation by the Ethics Commission. In addition to the remedies set forth in this division, every municipal employee protection ordinance should also provide the following retaliation review process:*
- (i) Any employee protected under this division who alleges retaliation may, only after exhausting all available municipal administrative remedies provided for in this division, or an applicable collective bargaining agreement, file a written complaint with the Ethics Commission alleging a prohibited personnel action, no later than 60 days after a final written decision regarding an alleged prohibited personnel action has been rendered under the administrative or contractual procedures referenced above. The purpose of such complaint is to determine whether, in addition to any findings or determination made in any of the above-referenced administrative or contractual proceedings, there has been a violation of this division.
 - (ii) Within ten working days after receiving a complaint under this division, the Ethics Commission shall acknowledge receipt of the complaint and provide copies of the

complaint to the employee accused of retaliation and the Department Director of the department in which such employee is employed.

(iii) Upon the filing of a complaint with the Ethics Commission under this division, the Ethics Commission shall:

1. Conduct a preliminary investigation, to the extent necessary, to determine whether there is probable cause to believe that a prohibited personnel action under this division, has occurred.

2. Within 90 days after receiving the complaint, provide the accused employee, the Department Director of the department in which the accused employee is employed and the complainant with a copy of a probable cause memorandum and conduct a probable cause hearing before the Ethics Commission. Notwithstanding the procedures provided in chapter 2, article LXXVIII of the Code of Miami-Dade County, the Ethics Commission may use hearing examiners when a complaint is filed under this division, which shall make a determination as to whether there is probable cause to believe retaliation prohibited by this division has occurred. The probable cause memorandum and the final written decision and findings of the administrative or contractual proceedings shall be presumed admissible in any Ethics Commission hearing conducted under this division.

- (iv) The time limits regarding the actions to be taken by the Ethics Commission set forth in subsections (3)(b)(ii) and (iii) above may be extended by the Ethics Commission for good cause.
- (v) Based on its fact-finding report, the Ethics Commission may recommend to the municipalities' Mayor or chief executive officer, an appropriate course of action. The Mayor or chief executive officer may thereafter take appropriate relief in accordance with section 2-967.10.5.(a)(vi) of the Code.
- (c) Municipalities that have already enacted employee protection ordinances as of the effective date of this Ordinance shall have the option to bring their ordinances into compliance with these minimum standards.
- (4) *Municipality Shall File Annual Report.* Municipalities that have enacted employee protection ordinances pursuant to the optional provisions of this ordinance shall annually file a report detailing the number of Employee Protection Ordinance complaints received and the dispositions of those complaints with the Inspector General. Consistent with the confidentiality provisions in subsection (3)(a)(viii) above, the municipality's annual report should not contain the identity of any complainant.
- (5) *Oversight by the Inspector General.* In accordance with the Inspector General's functions, powers and authority, the Inspector General:
 - (a) shall have the power to audit, investigate, monitor, oversee, inspect and review the processes and procedures for the receipt, intake, and investigation of complaints that have been established in accordance with the optional minimum standards established by this division and a municipality's enacted ordinance.

- (b) shall have the power to obtain from municipalities any reports or information required by the Inspector General during the course of an audit, investigation, monitoring, oversight, inspection or review, conducted in accordance with this division.

- (c) Whenever the Inspector General concludes a report or recommendation regarding a municipality's compliance with the optional provisions of this division, the Inspector General shall provide a copy of the report or recommendation to the chief executive officer, or his/her designee, responsible for the enforcement of the municipality's employee protection ordinance. The Inspector General shall provide the chief executive officer, or his/her designee, with 10 working days to submit a written explanation or rebuttal of the findings before the report or recommendation is finalized, and such timely submitted written explanation or rebuttal shall be attached to the finalized report or recommendation. The Inspector General's final report will be submitted to the governing board of the municipality and to the Board of County Commissioners.<<

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Marlon D. Moffett

Prime Sponsor: Commissioner Sally A. Heyman
Co-Sponsor: Commissioner Esteban L. Bovo, Jr.

If you are retaliated against

If you are an employee of a state agency and you disclose information under the Whistle-blower's Act and that disclosure results in alleged retaliation by an employer in the form of an adverse personnel action, you may file a written complaint with the Florida Commission on Human Relations no later than 60 days after the prohibited personnel action. You can contact the Commission by calling (800) 342-8170 or by writing to the following address:

Florida Commission on Human Relations
2009 Apalachee Parkway
Suite 100
Tallahassee, Florida 32301

"State agency" or "agency" means any official, officer, commission, board, authority, council, committee, or department of the executive branch of state government. For purposes of this chapter and chapter 215, "state agency" or "agency" includes, but is not limited to, state attorneys, public defenders, the capital collateral regional counsels, the Justice Administrative Commission, the Florida Housing Finance Corporation, and the Florida Public Service Commission.

Any other person protected by the Whistle-blower's Act may, after exhausting all available contractual or administrative remedies, bring a civil action in any court of competent jurisdiction within 180 days after the action prohibited by the Whistle-blower's Act.

State employees should contact the Whistle-blower's hotline to report:

- Violations of law that present a clear and present danger to the public's health, safety, or welfare
- Gross mismanagement
- Gross waste of funds
- Gross neglect of duty

Whistle-blower's Hotline
Post Office Box 151
Tallahassee, Florida 32302

(800) 543-5353 toll-free

(850) 922-1060 in Tallahassee

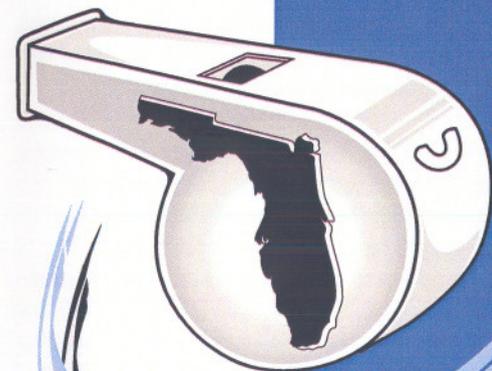
(850) 921-0817 facsimile



Executive Office of the Governor
Office of the Chief Inspector General

Revised 06/05

Whistle-blower's Hotline



Blow the
whistle
on fraud
and abuse
in Florida.

The Whistle-blower's Act

State employees who blow the whistle on fraud and abuse within state government are protected by law. Sections 112.3187–112.31895 of the Florida Statutes (F.S.) constitute the law known as the "Whistle-blower's Act." These and other Florida Statutes can be viewed on the official internet site of the Florida Legislature at www.leg.state.fl.us.

The legislative intent of the Whistle-blower's Act is to prevent agencies or independent contractors from taking retaliatory action against an employee who reports agency violations of law that create a substantial and specific danger to the public's health, safety, or welfare. It is also the intent of the legislature to prevent agencies or independent contractors from taking retaliatory action against an employee who discloses information alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.

Why have a Hotline?

The Chief Inspector General is responsible for promoting accountability, integrity, and efficiency in state government. That responsibility includes maintaining an in-state toll-free whistle-blower's hotline, notifying all employees of the various state agencies of its existence, and providing an address to which whistle-blower information may be forwarded.

Who should call the Hotline?

State employees, former employees, and applicants of agencies or independent contractors:

"Employee" means a person who performs services for, and under the control and direction of, or contracts with, an agency or independent contractor for wages or other remuneration.

"Agency" means any state, regional, county, local, or municipal government entity, whether executive, judicial or legislative; any official, officer, department, division, bureau, commission, authority, or political subdivision therein; or any public school, community college, or state university.

[Note: For disclosures concerning a local government entity, including any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing, the information must be disclosed to a chief executive officer as defined in s. 447.203(9), F.S. or other appropriate official.]

"Independent contractor" means a person, other than an agency, engaged in any business and who enters into a contract, including a provider agreement, with an agency.

What should be reported?

The Whistle-blower's Hotline is not for general complaints or suggestions. Other means are available for resolving personnel problems or recommending cost-saving measures. This hotline is reserved for reporting:

- (a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public's health, safety, or welfare.
- (b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.



What happens when I call?

When you call the Whistle-blower's Hotline we will take your information and ask basic questions concerning your case. Whether you call or write to the hotline, your information will be reviewed to determine the appropriate course of action. You will be advised as soon as a decision is made.

How do you investigate?

When circumstances require investigation, the Chief Inspector General or agency inspector general will conduct a thorough investigation and report its findings. The whistle-blower has an opportunity to attach comments to the final report before it is sent to the Governor, the investigating agency, the Joint Legislative Auditing Committee and the Comptroller.

How are my rights protected?

When your information meets whistle-blower criteria state law enables you to keep your identity confidential, unless disclosure is necessary to protect the public's health, safety or welfare, or absolutely necessary or unavoidable during the investigation. The Whistle-blower's Act also protects you from retaliatory action by your agency for disclosing adverse information.



Executive Office of the Governor
Office of the Chief Inspector General

Whistle-blower's Hotline
Post Office Box 151
Tallahassee, Florida 32302

(800) 543-5353 toll free
(850) 922-1060 in Tallahassee
(850) 921-0817 facsimile

The 2019 Florida Statutes

[Title X](#)
PUBLIC OFFICERS, EMPLOYEES, AND
RECORDS

[Chapter 112](#)
PUBLIC OFFICERS AND EMPLOYEES: GENERAL
PROVISIONS

[View Entire Chapter](#)

112.3187 Adverse action against employee for disclosing information of specified nature prohibited; employee remedy and relief.—

(1) SHORT TITLE.—Sections [112.3187-112.31895](#) may be cited as the “Whistle-blower’s Act.”

(2) LEGISLATIVE INTENT.—It is the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violations of law on the part of a public employer or independent contractor that create a substantial and specific danger to the public’s health, safety, or welfare. It is further the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.

(3) DEFINITIONS.—As used in this act, unless otherwise specified, the following words or terms shall have the meanings indicated:

(a) “Agency” means any state, regional, county, local, **or municipal government entity**, whether executive, judicial, or legislative; any official, officer, department, division, bureau, commission, authority, or political subdivision therein; or any public school, community college, or state university.

(b) “Employee” means a person who performs services for, and under the control and direction of, or contracts with, an agency or independent contractor for wages or other remuneration.

(c) “Adverse personnel action” means the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by an agency or independent contractor.

(d) “Independent contractor” means a person, other than an agency, engaged in any business and who enters into a contract, including a provider agreement, with an agency.

(e) “Gross mismanagement” means a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.

(4) ACTIONS PROHIBITED.—

(a) An agency or independent contractor shall not dismiss, discipline, or take any other adverse personnel action against an employee for disclosing information pursuant to the provisions of this section.

(b) An agency or independent contractor shall not take any adverse action that affects the rights or interests of a person in retaliation for the person’s disclosure of information under this section.

(c) The provisions of this subsection shall not be applicable when an employee or person discloses information known by the employee or person to be false.

(5) NATURE OF INFORMATION DISCLOSED.—The information disclosed under this section must include:

(a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public’s health, safety, or welfare.

(b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.

(6) TO WHOM INFORMATION DISCLOSED.—The information disclosed under this section must be disclosed to any agency or federal government entity having the authority to investigate, police, manage, or otherwise remedy the violation or act, including, but not limited to, the Office of the Chief Inspector General, an agency inspector general or the employee designated as agency inspector general under s. [112.3189\(1\)](#) or inspectors general under s. [20.055](#), the Florida Commission on Human Relations, and the whistle-blower’s hotline created under s. [112.3189](#). However, for disclosures concerning a local governmental entity, including any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing, the information must be disclosed to a chief executive officer as defined in s. [447.203\(9\)](#) or other appropriate local official.

(7) EMPLOYEES AND PERSONS PROTECTED.—This section protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse action prohibited by this section; or who initiate a complaint through the whistle-blower’s hotline or the hotline of the Medicaid Fraud Control Unit of the Department of Legal Affairs; or employees who file any written complaint to their supervisory officials or employees who submit a complaint to the Chief Inspector General in the Executive Office of the Governor, to the employee designated as agency inspector general under s. [112.3189\(1\)](#), or to the Florida Commission on Human Relations. The provisions of this section may not be used by a person while he or she is under the care, custody, or control of the state correctional system or, after release from the care, custody, or control of the state correctional system, with respect to circumstances that occurred during any period

of incarceration. No remedy or other protection under ss. [112.3187-112.31895](#) applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under ss. [112.3187-112.31895](#) is being sought.

(8) REMEDIES.—

(a) Any employee of or applicant for employment with any state agency, as the term “state agency” is defined in s. [216.011](#), who is discharged, disciplined, or subjected to other adverse personnel action, or denied employment, because he or she engaged in an activity protected by this section may file a complaint, which complaint must be made in accordance with s. [112.31895](#). Upon receipt of notice from the Florida Commission on Human Relations of termination of the investigation, the complainant may elect to pursue the administrative remedy available under s. [112.31895](#) or bring a civil action within 180 days after receipt of the notice.

(b) Within 60 days after the action prohibited by this section, any local public employee protected by this section may file a complaint with the appropriate local governmental authority, if that authority has established by ordinance an administrative procedure for handling such complaints or has contracted with the Division of Administrative Hearings under s. [120.65](#) to conduct hearings under this section. The administrative procedure created by ordinance must provide for the complaint to be heard by a panel of impartial persons appointed by the appropriate local governmental authority. Upon hearing the complaint, the panel must make findings of fact and conclusions of law for a final decision by the local governmental authority. Within 180 days after entry of a final decision by the local governmental authority, the public employee who filed the complaint may bring a civil action in any court of competent jurisdiction. If the local governmental authority has not established an administrative procedure by ordinance or contract, a local public employee may, within 180 days after the action prohibited by this section, bring a civil action in a court of competent jurisdiction. For the purpose of this paragraph, the term “local governmental authority” includes any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing.

(c) Any other person protected by this section may, after exhausting all available contractual or administrative remedies, bring a civil action in any court of competent jurisdiction within 180 days after the action prohibited by this section.

(9) RELIEF.—In any action brought under this section, the relief must include the following:

(a) Reinstatement of the employee to the same position held before the adverse action was commenced, or to an equivalent position or reasonable front pay as alternative relief.

(b) Reinstatement of the employee’s full fringe benefits and seniority rights, as appropriate.

(c) Compensation, if appropriate, for lost wages, benefits, or other lost remuneration caused by the adverse action.

(d) Payment of reasonable costs, including attorney’s fees, to a substantially prevailing employee, or to the prevailing employer if the employee filed a frivolous action in bad faith.

(e) Issuance of an injunction, if appropriate, by a court of competent jurisdiction.

(f) Temporary reinstatement to the employee’s former position or to an equivalent position, pending the final outcome on the complaint, if an employee complains of being discharged in retaliation for a protected disclosure and if a court of competent jurisdiction or the Florida Commission on Human Relations, as applicable under s. [112.31895](#), determines that the disclosure was not made in bad faith or for a wrongful purpose or occurred after an agency’s initiation of a personnel action against the employee which includes documentation of the employee’s violation of a disciplinary standard or performance deficiency. This paragraph does not apply to an employee of a municipality.

(10) DEFENSES.—It shall be an affirmative defense to any action brought pursuant to this section that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee’s or person’s exercise of rights protected by this section.

(11) EXISTING RIGHTS.—Sections [112.3187-112.31895](#) do not diminish the rights, privileges, or remedies of an employee under any other law or rule or under any collective bargaining agreement or employment contract; however, the election of remedies in s. [447.401](#) also applies to whistle-blower actions.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 86-233; s. 1, ch. 91-285; s. 12, ch. 92-316; s. 1, ch. 93-57; s. 702, ch. 95-147; s. 1, ch. 95-153; s. 15, ch. 96-410; s. 20, ch. 99-333; s. 2, ch. 2002-400.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 12.b

REGULAR MEETING

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

FROM: Dan Samaria, Commissioner

DATE: June 02, 2020

TITLE: Gray Robinson's Invoices

Recommendation

At its February 4, 2020 meeting, and at Commissioner Samaria's request, the Commission instructed the Interim City Manager to withhold payment of all pending invoices submitted by Gray Robinson until such time the Commission could review the invoices. Staff is seeking direction from the Commission regarding which Gray Robinson invoices should be paid.

Background

It's been brought to staff's attention that some of the work billed by Gray Robinson in the attached invoices lacked proper authorization from the Commission or lacks sufficient detail to properly inform the Commission and staff of the work performed by Gray Robinson.

Resource Impact

N/A

Attachment(s)

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	
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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

ANOVUS 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
 \$ 1,157.18
 11/19/2019
 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
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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

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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

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
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Current Disbursements: \$ 32.18

Summary of Disbursements:

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

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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

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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>

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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

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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

Village of Biscayne Park
2019 TRIM Compliance Issues

Invoice No. 10910095
Invoice Date: December 17, 2019

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

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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

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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
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Current Disbursements:

\$ 16.09

Summary of Disbursements:

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

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

SYNOVUS BANK
WESTON, FL 33331

63-1676/660

DATE
1/13/2020

AMOUNT
\$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

[Signature]
[Signature]
AUTHORIZED SIGNATURE

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GRAY ROBINSON, P.A.
OFFICE ACCOUNT

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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

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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

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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
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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

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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

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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

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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
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Current Fees:	\$ 8,415.00
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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
	37.40		\$ 8,415.00

Disbursements:

01/15/20	VENDOR: Professional Process Servers & Investiga INVOICE#: FIS-2020000470 DATE: 1/15/2020 Service of Process on Daniel Samaria	\$ 80.00
01/21/20	VENDOR: Professional Process Servers & Investiga INVOICE#: FIS-2020000743 DATE: 1/21/2020 Background Check	\$ 125.00
01/24/20	VENDOR: FedEx ERS INVOICE#: 691420314 DATE: 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	\$ 9.23
01/30/20	VENDOR: Rodriguez , Rebecca INVOICE#: 3969711302031505 DATE: 2/3/2020 Courthouse Parking for 1/30 Evidentiary Hearing	\$ 50.00
01/30/20	VENDOR: Professional Process Servers & Investiga INVOICE#: FIS-2020001231 DATE: 1/30/2020 Service of Process for Marie Suzie Antoine	\$ 50.00
01/31/20	Computer Research Westlaw - RODRIGUEZ	\$ 766.70
02/03/20	VENDOR: Ouellette & Mauldin Court Reporters, Inc INVOICE#: 969501 DATE: 2/3/2020 Hearing Transcript for Evidentiary Hearing before Honorable Antonio Arzola	\$ 690.25

Current Disbursements:	\$ 1,771.18
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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
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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

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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

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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>

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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

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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

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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
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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
	7.10		\$ 1,597.50

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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>

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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 # 12.c

REGULAR MEETING

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

FROM: MacDonald Kennedy, Commissioner

DATE: June 2, 2020

TITLE: Manager Reports

Background

No village documents (Charter, resolution or ordinance) require any formal report from the manager to residents and the commission. The current weekly manager's report started under the leadership of a former village manager and has never been formalized. According to Interim Manager David Hernandez, the weekly report requires the time and effort of 10-12 staffers, consuming as many as five hours weekly. The report includes only past accomplishments (by department) but does not compare them to any pre-determined goals. Further, the report does not look ahead at what needs to be done by each department and how those tasks contribute to overall village goals. The report is emailed to the limited number of residents on the village email list (approximately 500 of 3,000 residents) and also posted on Nextdoor and in physical locations around the village. No version or compilation of the weekly reports is presented to commissioners other than by email. Feedback is not solicited from residents or the commission. The manager's report at the end of the monthly commission meeting does not typically reference the weekly manager's reports.

Recommendation

I am asking the commission to formalize the manager's report and to include goals that will allow for accountability from the manager to the commission and residents. Once we agree on this in principle, we can simply direct the manager to immediately cease the weekly reports and to make the changes below and release a sample for the July 7 commission meeting as part of the meeting package. We will discuss and further refine the report at that meeting.

1. Change report from weekly to monthly. (Weekly reports overburden staff with justifying their positions rather than getting more done.)
2. Maintain departmental structure of the report.
3. Each department will report in two sections: (see example below)
 - a. Report of completed month compared to predetermined goals established the month before on that report (in spreadsheet fashion for easy comparison).
 - b. Projected goals for following month (used as comparison in report for the following month).

This new monthly report will be released the Friday prior to each regular monthly commission meeting (email blast, Nextdoor, physical posts etc.) and also included as a consent agenda item for the commission meeting the following Tuesday (four days later).

In this new format and schedule, residents will be better able to hold the village accountable to accomplishing goals. The commission can approve the report and goals for the upcoming month on consent, or any commissioner can pull the report to an agenda item if s/he wants to discuss anything or propose changes. Further, during the meeting, commissioners can request that additional items be added to upcoming months. (An alternative idea is to move the manager's report to the beginning of the agenda and for the manager to present a condensed version the report to the commission for input.)

These reports, with accomplishments compared to goals, can also be used when conducting performance reviews for the manager, department heads and village staff.

Example: No tasks in this example are meant to be actual accomplishments or goals. These are completely fabricated.

Public Works

April Report

1. Completed all normally required tasks (mowing, watering, etc.) or list what normal tasks were not completed and why (This is the baseline of "normal business" for that department.)
2. Installed speed hump on 116 St. as determined in March. (This is an example of a goal established in the prior month's report.)
3. Installed entrance sign on 8th Ave. as added at March commission meeting. (This is an example of something that the commission added at the prior meeting.)
4. Repaired men's room door at log cabin (hint, hint) at the request of village manager. (This is an example of the manager or department head directing staff as the normal course of running the village or department.)
5. Repaired rec center entrance lights (incomplete item from January). (This is an example of a task moved forward from prior month.)

May Projected Goals

1. Complete all normally required tasks (mowing, watering, etc.)
2. Install speed hump on 109 St. (This is an example of a task that moves the village towards a bigger goal.)
3. Install French drain on 9th Ave. (This is an example of a direction from the April commission meeting.)
4. Remove Australian Pines on 118 St. (This is an example of the manager directing staff during the normal course of business.)

Resource Impact

This new reporting system will save village staff time (up to 15 hours per month). Those saved hours will not represent any financial gain, as they will be reallocated to other tasks

that will allow for additional accomplishments in each department.

Attachment(s): none

Prepared by: MacDonald Kennedy, Commissioner



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 12.d

REGULAR COMMISSION MEETING

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

FROM: Virginia O’Halpin, Mayor

DATE: June 02, 2020

TITLE: Commissioners Compensation

Recommendation

Direct staff to draft and adopt Resolution establishing equal pay to all Commissioners and the Mayor as:

- \$ 2,400.00 yearly totaling \$ 12,000.00 budgeted 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.

Background

According to Chapter 2 – Administration – Article II – Village Commission - Section 2.— 17 of the Code of Ordinances of the Village of Biscayne Park – 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.

The compensation to Mayor and Commissioners is established currently at the budget as \$ 4,000.00 yearly for the Mayor and \$ 2,000.00 for each Commissioner.

Resource Impact

No financial impact. The same amount budgeted yearly = \$ 12,000.00 will remain in place.

Attachment(s)

- Proposed Resolution # 2020-10
- Chapter 2 – Administration – Article II – Village Commission - Section 2-17
- Adopted Budget FY 2020 – Page 2 of 8 – Village Commission

Prepared by: Roseann Prado, Village Clerk

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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 Virginia "Ginny" O'Halpin, Mayor _____
2 William Tudor, Vice Mayor _____
3 Macdonald "Mac" Kennedy, Commissioner _____
4 Dan Samaria, Commissioner _____
5

6 VILLAGE OF BISCAYNE PARK
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10 _____
11 Virginia "Ginny" O'Halpin, Mayor

12
13 ATTEST:
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15
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17 _____
18 Roseann Prado, Village Clerk
19

20
21 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
22 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:
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25 _____
26 John R. Herin, Jr., Interim Village Attorney
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VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 12.e

REGULAR MEETING

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

FROM: Dan Samaria, Commissioner

DATE: June 02, 2020

TITLE: Employment Agreement for the Chief of Police

Recommendation: It is my recommendation that we adapt this resolution with regard to the Chief of Police Employment agreement based upon the demonstrated ability of the Chief of Police to deliver effective police and crime prevention services to the Village of Biscayne park, consistent with policies and direction from the Village Manager and Commissioners.

It is the best interest of the department and the Village focus on the ability of the Chief of Police to lead and manage the department and its resources to meet the expected needs of the department and the Village over the next five years, and to inspire confidence in the Department as an effective, community based policing organization.

Background: Luis E. Cabrera has held the position as Chief of Police for two years.

During his tenure at the Biscayne Park Police Department he has been able to meet the goals and objectives he set forth for the department to include but not limited to the following:

1. VISION AND LEADERSHIP

- The Chief has developed an overall vision and image of the Biscayne Park Police Department that enhances its accountability, integrity and professionalism.
- Has had the vision to communicate to the employees of the organization with respect to their roles in implementing the goals and objectives.
- He has established himself as a trusted and respected leader with the Police Department, with the Commission and the community.
- He had identified and prioritized specific polices and actions to achieve his vision and the image of the Biscayne Park Police Department

2. CONTROL AND PREVENTION OF CRIME:

- He has created, implemented and evaluated strategies to deal with current, emerging and anticipated criminal activities and trends.
- He has created, implemented and evaluated strategies to deal with major events such as COVID-19 and Hurricane season.

3. MANAGEMENT:

Fiscal Management

- The Chief has developed the annual budget for the past two years that maximized the departments resources, enhanced its revenue and reflected the priorities set forth by the Mayor, Commissioners and the Village Manager.
- Has addressed the departments critical needs.
- He ensures the expenditures are proper.

Planning/Goals

- Chief has achieved the goals set by the mayor, Commissioners and the Village manager during the past two years.
- The Chief has implemented in the past two years his initial vision and continues to implement procedures, and specific actions.
- The Chief's policies, procedures and specific actions have been effective.
- The Chief revised, modified and or adjusted the goals to comply with local, State and Federal Laws.
- The Chief made the reduction of crime his priority.
- The Chief provided innovation, leadership and direction in organizing, deploying and equipping the department personnel with updated technology and emerging techniques for dealing with criminal activity.
- The Chief implemented a plan to identify state of the art equipment to include non-lethal use of force devices and systems to enhance Patrol officers' safety and the Department's ability to handle trends in serious crimes.
- The Chief planning has been proactive rather than reactive in crisis situation.

4. POLICE REFORM:

- The Chief embraced police reform including, but not limited to, the implementation training to include diversity training?

5. STRATEGIES FOR COMMUNITY POLICING

- The chief implemented several programs such as the Village Resource Officer, Police Athletic League Officer (PAL) as tools for crime prevention.
- The Chief implemented a community-policing model for the department.

6. COMMUNICATIONS

- The Chief has maintained communication with in the Department with the rank and file.
- The Chief has maintained clear, consistent, accurate and timely communication between the department, the Mayor, Village Manger and the Commission.
- The Chief maintained clear, consistent, accurate and timely communications between the department and other law enforcement entities including state and federal police and prosecutors.
- The Chief has maintained informative and consistent communication with the village community at large.

7. PERSONNEL ADMINISTRATION AND EMPLOYEE RELATIONS

Recruitment

- The chief has provided leadership and creative solutions towards solving recruitment problems.
- The Chief recruitment goals were accomplished. His recruitment has been successful and the department now employees 10 full time officers including the staff, 4 part-time officers and 25 reserve officers.

Retention

- The Chief's leadership has improved morale.
- The Chief's proposed plan for retention in maximizing the number of active police officers in the village has been accomplished.
- The chief has provided opportunities for promotions within the Department.

EMPLOYMENT AGREEMENT

This CHIEF OF POLICE GENERAL AGREEMENT (hereafter referred to as the “Agreement”) is made and entered into between the Village of Biscayne Park, Biscayne Park, Florida, hereinafter referred to as “Village”, hereinafter referred to as “Chief of Police”.

WITNESSETH:

WHEREAS, the VILLAGE desires the service of a Chief of Police for the Village of Biscayne Park Police Department, and the Chief of Police desires to provide services to the Village of Biscayne Park.

NOW, THEREAFTER, the parties agree as follows:

SECTION 1: EMPLOYMENT OF THE CHIEF OF POLICE

- 1.1 Employment of the Chief of Police: The Village shall employ a Chief of Police to provide services to the Village subject to the terms and conditions of this Agreement.
- 1.2 Duties and Responsibilities: The Chief of Police shall perform such duties and responsibilities as are required of him pursuant to the Charter of the Village of Biscayne Park, Biscayne Park, Florida, the Code or Ordinances of the Village of Biscayne Park, Florida, approved resolutions by the Village Commission and all applicable local, state and federal laws or regulations. The Chief of Police is hired, terminated, and supervised by the Village Manager.

SECTION 2: COMPENSATION, BENEFITS AND PERFORMANCE REQUIREMENTS

- 2.1 The City Manager reserves the right to increase the annual base salary or benefits if desired.
- 2.2 The Chief of Police shall provide to the Village Manager with yearly goals and objectives for the Police Department.
- 2.2. Benefits: The Village will agree to benefits for the Chief of Police as set forth on current Police Benevolent Association hereafter known as Police Benevolent Association contract.
- 2.3 Performance Requirements. The Chief of Police is responsible to administer and manage the Village of Biscayne Park Police Department in a manner consistent with Village policies as prescribed by the City Manager, to include:
 - a. Implement yearly goals and objectives for the Village of Biscayne Park Police Department.
 - b. Enhance, maintain and increase public safety, community relations and the delivery of superior policing services.

- c. Provide training annually to support the functions within the department to include but not limited to the Florida Department of Law Enforcement hereinafter referred to as "FDLE" Mandatory Retraining, FDLE Mandatory Firearms Qualification, etc.

2.4 Business Training Expenses and Indemnification. As the Village's Chief of Police, the Village agrees to budget and pay for the Chief of Police travel, lodging, registration fees and subsistence expenses for professional development, training, accreditation, ceremonies, seminars and conferences that are related to his official capacity as Chief of Police. All travel and expenses are subject to budget approval by Village Manager.

On behalf of the Chief of Police, the Village shall comply with all the provisions of Chapter 111.07 and 111.071 Florida States in regard to defense in civil actions against public officers, employees or agent and payment of judgements or settlements against public officers or employees.

2.5 Retirement.

- A) The Village shall be responsible for contributions to the Chief of Police, Florida Retirement Program from date of hire.
- B) The Village shall be responsible for the withholding or otherwise deducting of federal income tax, deferred compensation or social security.

SECTION 3: TERMS

- A) The Chief of Police is responsible for the daily management, functions, administration, operations and investigations of the Village Biscayne Park Police Department without impediment from political leaders, resident's, or employees.
- B). Nonresidents, residents, political leaders or village manager shall not provide directives to police employees or the Chief of Police that are Illegal, unethical, amoral, violates the Charter Village of Biscayne Park or that weaponizes the police department against residents, political leaders or advisories.
- C) Nonresidents, residents, political leaders, employees and the village manager shall not hinder or impede the Police Department or the Police Chief or any police employee regarding any ongoing investigations.
- D) The Chief of Police has the authority and duty to report any crimes or violations listed above in section (3). The Chief will report such matters to any appropriate government agencies without fear of retaliation or termination of employment. Any retaliation for reporting inappropriate, unethical or unlawful acts will violate the terms and conditions of this general agreement. In the event the Village Manager terminates the employment of the Chief of Police.

- E) The Village Manager will give the Chief of Police a thirty-day (30) notice prior to termination. The Chief of Police will request in writing a public hearing within (15) days of the notice of termination. The Commission by majority vote will determine if the termination was unlawful.
- F) Nothing in this notice period shall be construed to limit, in any way, in the Village's ability to recruit or hire a new Chief of Police.
- G) If terminated without cause the Chief of Police will be entitled to (4) four weeks of severance pay.
- H) The Chief of Police shall be entitled to holidays, floating holidays and birthday as any other police Village employee.
- I) The Village Manager reserves the right to require the Chief of Police to work any State of Emergency.
- J) The Chief of Police will be entitled to set his/her work schedule based on the operational, departmental, and Village needs.
- K) The Chief of Police will be assessable (on call) to the Village of Biscayne Park seven (7) days a week, twenty-four (24) hours a day.

SECTION 4: HEALTH AND INSURANCE

- 4.1 The Village shall provide health insurance for the Chief of Police (single coverage) at one hundred (100) percent cost to the Village or reimbursement as set forth by PBA contract if the Chief of Police elects not join the Village Health and Insurance coverage plan.

SECTION 5: GENERAL PROVISIONS

- 5.1 The text herein shall constitute the entire agreement between the parties. If any provisions, or any portion thereof contained in the Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 5.2 All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing (including telefax or teletype) and shall be sent by certified mail, postage paid, return receipt requested, or shall be hand delivered by a recognized national overnight courier service or shall be sent by electronic communication, whether by telefax or teletype, addressed as follows:

If to Chief of Police: Chief of Police
Village of Biscayne Park Police Department
600 Northeast 114th Street
Biscayne Park, Florida 33161

If to Village: Village Manager
Village of Biscayne Park
600 Northeast 114th Street
Biscayne Park, Florida 33161

- 5.3 This Agreement shall be construed pursuant to the laws of the State of Florida. For any litigation pertaining to this Agreement, the parties agree to venue in Circuit Court in Miami Dade County, Florida.



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 13.a

REGULAR MEETING

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

FROM: Roseann Prado, Village Clerk

DATE: June 02, 2020

TITLE: General Election on November 03, 2020 – Candidate Qualifying Date
Revision

Recommendation

It is recommended that the Village Commission anticipate candidate qualification date from 9:00 am Monday, August 03, 2020 to 5:00 pm Friday August 21, 2020.

Background

On May 14, 2020 the Village Clerk received an email from Miami-Dade Department of Elections stating:

Currently, the candidate qualifying period for the 11.03.20 Biscayne Park General Municipal Election is scheduled to conclude on August 24, 2020 at 5:00 pm. As discussed on various occasions via correspondence, emails and phone calls, the Elections Department has identified **Friday, August 21, 2020 as the deadline to submit your candidate oaths in order to have the Biscayne Park Election appear on the 11.03.20 General Election.** It is imperative this deadline be observed in order to meet statutory deadlines while working through logistical election coordination on various platforms.

Once again, we are kindly requesting that your **Council revise the candidate qualifying period to conclude no later than Friday, August 21, 2020 at 5:00 pm** in order to ensure the Biscayne Park General and Municipal Election takes place on November 3, 2020. Please be aware this request is extremely time sensitive.

Resource Impact

None

Attachment

None

Prepared by: Roseann Prado, Village Clerk

June 02, 2020
Item # 13.a

Page 1 of 1



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report
REGULAR MEETING

Item # 13.b

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

FROM: MacDonald Kennedy, Commissioner

DATE: June 2, 2020

TITLE: Calendar of Village Responsibilities

Background

The village maintains a public calendar of meetings and events on the village website. However, no calendar or list is maintained of other village responsibilities and tasks (contracts, budget process, etc.), so staff must try to remember things before they are missed. Residents sometimes bring events or missed deadlines to the attention of staff. The village needs to organize these various responsibilities onto one online calendar so the administration and commission don't miss deadlines and can prepare well in advance. This calendar also assures a smooth transition during staff changes, leaves of absence and other unforeseen changes to the normal day-to-day village operations.

Recommendation

I am requesting that the commission direct the interim manager to have the clerk create a comprehensive online calendar (i.e. Google calendar) of all village business (other than meetings and events, which will continue to be maintained on the current online calendar) to include but not limited to the list below. Calendar entries will be color-coded for greater accountability by department. The public and commissioners will be able to view the calendar only and not make changes or additions/deletions. The village manager will determine who has access to the calendar.

- Contracts
- Performance reviews
- Deadlines for all village projects
- Budgets
- Setting tax rates
- Insurance policies
- Reporting required to other agencies
- Village maintenance: ex. Drain cleaning
- Audits
- Elections
- Board appointments

- Other annual and regularly scheduled events
- Complete topic list to be developed by village manager and staff and approved by the commission at the July commission meeting along with the calendar itself, included on a link in the July 7 meeting agenda.

This separate calendar will also be posted on the village website, and staff and commissioners will reference this calendar to keep up with village business, adding items onto monthly goals. The public can also then better comment on upcoming responsibilities and tasks.

Each calendar entry will include the deadline itself, and when appropriate it will also include separate entries for reminders like creating RFPs (three months prior) and commission discussions (two months prior to RFP). Reminders will ensure that deadlines don't sneak up on the village and cause us to lose opportunities and make mistakes. (Perfect example: May health insurance.)

Village staff will update and maintain this calendar on an ongoing basis. Every time an item is added or a change is made to an existing item, an alert will be sent to all commissioners (and staff determined by the manager) to give them the heads up. The clerk or manager can also present calendar updates to the commission at the monthly meeting, as necessary.

Resource Impact

No financial impact. Staff hours to compile initial calendar and to maintain it ongoing.

Attachment(s): none

Prepared by: MacDonald Kennedy, Commissioner



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

Item # 13.c

REGULAR MEETING

TO: Honorable Members of the
Biscayne Park Village Commission

FROM: Rox Ross, Commissioner

DATE: June 2, 2020

TITLE: Discussion of Construction Site Requirements

Recommendation

Commission review and discussion of proposed legislation establishing requirements for construction site cleanliness and safety, in collaboration with the Building Official.

Background

The Interim Village Manager's reports of May 8 and 15 note a "Key Update" from Code Compliance that, "There is no provision in the Village's Ordinances requiring construction fences of any kind," and the Department's inability to "enforce" the issue. An attempt to address the negative spillover impact from construction sites to Village rights-of-way and neighboring properties was made back in January 2017, by the then Village Manager. Sharon Ragoonan applied her years of Code Compliance and Community Redevelopment experience to draft proposed requirements and draft legislation for construction site cleanliness and safety. Her proposals are attached here for Commission review and discussion, with a view toward adopting mandatory requirements tied to permitting and administrative citation for infractions.

Resource Impact

The fiscal impact associated with this discussion is negligible. If a majority of the Commission wishes to proceed with adoption, expenses may include Building Official and Village Attorney fees for finalize an ordinance and legal advertising cost. Providing for formal requirements and tools for enforcement far outweigh the cost of proceeding to that end.

Attachment(s)

- 1/10/2017 Agenda Memo with Proposed Mandatory Requirements and Example of Proposed Language for General Construction Requirements
-



VILLAGE OF BISCAYNE PARK
Village Commission Agenda Report

#Item 15.a.4

REGULAR MEETING

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

FROM: Sharon P. Ragoonan, Village Manager

DATE: January 10, 2017

TITLE: Village Manager's Report: Adoption of mandatory requirements for
construction site cleanliness and construction site safety

Recommendation

It is recommended the Village Commission discuss the adoption of legislation to authorize the Village Manager to establish requirements for construction site cleanliness and construction site safety.

Background

The real estate market is on an upswing and the new owners of properties in the Village are completing a full rebuild of the site or major renovations to the property. As a result, the construction site is entirely visible to the public which develops into a visual blight to the surrounding area. The adoption of mandatory requirements for construction site cleanliness and construction site safety (Exhibit 1) is needed to ensure that a contractor maintains the site on a daily basis, adheres to public safety and environmental protection guidelines such as erosion and sediment control, and mitigates any public nuisances that may arise at the location and impact neighboring properties.

In order to implement these construction site requirements, the enactment of legislation is needed to establish a code section for general construction requirements and provide for the issuance of an administrative citation for infractions of the section.

With direction from the Village Commission, staff will take the appropriate steps to formalize the procedures and draft the proposed ordinances for 1st and 2nd reading by the elected body.

Resource Impact - There is no fiscal impact associated with this action.

Attachment

Exhibit 1 – Proposed Mandatory Requirements for Construction Site Cleanliness and
Construction Site Safety

Exhibit 2 – Example of proposed language for general construction requirements section

Prepared by: Sharon P. Ragoonan, Village Manager

January 10, 2017

Item# 15.a.4

Exhibit 1

Village of Biscayne Park
Building Department

Notice to Contractors

Mandatory Requirements for Construction Site Cleanliness and Construction Site Safety

Date: _____

Construction Site Address: _____

Contact Phone: _____

1. Construction work start time in Town is 7:00 am. No work is to start or the gates to be open prior to 7:00 am. All construction work at sites are to stop by 7:00 pm, Monday through Friday. No construction work is allowed on Sundays.
2. The construction site must be secured with a lock and the dumpster must be covered by close of business each day.
3. Blocking of the Village's roadways will not be tolerated. Parking along the curbs of the Village's roadways and medians is not allowed. Each contractor must monitor and supply ample parking for their employees and visitors travelling to the site. Scheduling of concrete pours and all phases of construction that may require trucks and or heavy equipment vehicles to be stationed on the Village's roadways must supply a certified flagman to direct traffic, in addition, sites on N.E. 6th Avenue will require a Florida Department of Transportation lane closure permit.
4. During the course of construction or demolition work being done on any premises, it shall not be permitted for any person to cause, permit or allow the emissions of particulate matter from any source whatsoever, including, but not limited to, incidents caused by vehicular movement, transportation of materials, construction, alteration, demolition or wrecking of buildings or structures, or the stockpiling of sand or dirt, without taking reasonable precautions to prevent such emissions or to preclude fugitive particulates that may trespass on neighboring properties during dry and windy weather. In the case of stockpiled particulate materials, such materials shall be stabilized by adequate coverings, by wetting or by chemical application to the satisfaction of the Village's Officials.
5. Construction sites and neighboring properties are to be maintained in a clean condition at all times and any papers, litter, dirt, dust and/or construction materials are to be disposed of and/or secured at the end of each day's work by placement in the trash container provided at the construction site. All trash containers must be covered nightly and on weekends as required by our code.
6. Gravel entry areas into the construction site as well as storm drain inlets are to be maintained in accordance with best management practices for erosion and

sediment control so as to eliminate standing water, and runoff into the roadway or storm drain.

7. High grass and weeds are to be cut and maintained as to not create a public nuisance. **Daily maintenance is required.**
8. All areas surrounding construction sites which are affected by dust, dirt and debris from the construction site shall be swept clean of such dust, dirt and debris a minimum of two times per day; at least one of which must be at the conclusion of work for that day.
9. All construction debris not placed in a dumpster shall be removed from the construction site within twenty-four (24) hours.
10. Pools under construction shall be kept clean of any debris until such time as the pool is properly filtered. All standing water in pools under construction or not in use must be properly treated to eliminate algae, insects, etc.
11. It is not be permitted for any person to store any material in an unsecured area, which is deemed unsafe, or a danger to those accessing the site. It is not be permitted to store any construction materials in any manner whereby the material or a portion of the materials is stored outside the legal boundaries of the site. Reasonable exceptions to this subsection, for a reasonable period of time, may be considered on a case-by-case basis by obtaining permission by the Village Manager.
12. **Violation** of this section **shall constitute grounds for the issuance of a stop work order** by the building official in accordance with the provisions of the Village's Code of Ordinances and the Florida Building Code. A **civil violation fine will be imposed upon the property** for each infraction committed in accordance with the Village's Code of Ordinances.

Agreed to and Accepted by:

Company Name: _____

Signature of the Qualifier for the Corporation

Print Qualifier's Name: _____
Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public State of Florida at Large (seal)

Exhibit 2

Example of Proposed Language for General Construction Requirements Section

Sec. 10.5.xx - General construction requirements.

- (a) All Construction sites shall be maintained free of loose debris and scrap materials. No open pits, holes, or trenches shall be permitted on the construction site except during construction activity or when a guard is present.
- (b) All construction sites shall be enclosed with a temporary six-foot fence which shall be installed prior to commencement of any construction activity or material deliveries. The fence shall be chain link, covered with green or black nylon material screening the construction from view, and installed on the front, side and rear lot lines. The fence shall not be placed so as to create a public safety hazard and the fence gate shall be locked during nonworking hours.
- (c) Retention precast stem walls or solid masonry walls shall be required at all new construction projects to contain water runoff from impacting adjacent properties.

Sec. 10-5.xx - Solid waste control during construction.

- (a) The contractor shall provide before any construction, adequate refuse and garbage containers. All persons employed on the premises shall be instructed to use these containers for the disposal of left-over food, rubbish, garbage, or construction debris, etc. Premises shall be kept clean and sanitary.
- (b) Houses under construction shall be provided with waste receptacles of above-ground type in sufficient numbers to contain all garbage and waste produced by the house. Garbage and waste placed outside of receptacles shall constitute a violation of this section and is declared to be a public nuisance.

Section. 17.2.xx – Bond of Accompany Building Permit Application.

- (a) Whenever an application is made for a building permit in the Village and during the construction under permit, it shall be the duty of the Building Official to determine whether the improvement being permitted or constructed will impact the appearance of the Village by the possibility or occurrence of construction debris left abandoned or damage to the Village median during or upon the completion of the work associated with the permit. If, in the opinion of the Building Official, it appears probable that, in the course of construction, that construction debris may be or has been abandoned or that the work involved will leave or has left debris or damage to the Village median that will not be restricted to the project site, the Building Official shall require a cash bond of \$1,000.00 to be posted and maintained with him by the applicant. This bond shall be posted in addition to any amounts otherwise required to be paid to the Village by the Applicant including, but not limited to, any fees required pursuant to other resolutions or ordinances of the Village relating to the improvement of the property.

- (b) The Building Official shall give a receipt for the sum of money on a form to be prepared by him. The receipt form shall contain a provision that any part or all of the sum shall be forfeited upon documentation of damage to the median or debris at the site which is not properly contained in dumpsters or otherwise. The Village will restore the median or clean the debris left on the site that has been abandoned or is otherwise littering or likely to litter or on the private property of any Village resident, or other areas of the Village other than the job site. Any amount of forfeiture will trigger a stop work order while the \$1,000.00 bond is replenished and the site cleaned of debris.
- (c) Before final approval of any building or structure constructed or any other work for which a permit has been issued, the Building Official shall require the clean up of the work site and shall refuse final approval of the construction permit unless the clean up is completed.