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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$19,436.67; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay approved resolution no. 02-05, authorizing payment of Village Attorney non-retainer attorneys' fees and costs; and,

WHEREAS, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the village for legal services rendered, and costs advanced, for the period ending May 22, 2012, in the amount of \$19,436.67; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

Section 1. The statements for attorneys' fees and costs received from FIGUEREDO & BOUTSIS, P.A., in the total amount of \$19,436.67, copies of which are attached, are approved for payment.

Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of June, 2012.

Attest: _____
Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Howard J. Tendrich _____

Council Member Joan Lindsay _____

Vice-Mayor Brian W. Pariser _____

Mayor Shelley Stanczyk. _____

FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

18001 Old Cutler Road - Fifth Floor

Telephone: (305) 235-9344

Miami, Florida 33157-6417

Facsimile: (305) 235-9372

May 22, 2012

Ron Williams, Village Manager
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157

Re: STATEMENTS FOR PROFESSIONAL SERVICES
The Village of Palmetto Bay

Dear Mr. Williams:

Enclosed are our invoices for professional services rendered and for costs advanced for the period ending May 22, 2012 in the amount of \$19,436.67. I have tabulated the amounts *currently due* on each individual file as follows:

Please deduct from Village Attorney Account No. 5143110, General Legal.			
0293-001	Non-Retainer Legal Services <i>Invoice No. 20392 dated 5/22/12</i>	Prof'l Services Disbursements Total Due	\$ 15,484.50 1,230.21 16,714.71
	Total		\$ 16,714.71
Please deduct from Village Attorney Account No. 5143140, Code Enforcement.			
0293-002	<i>Zoning Application</i> <i>Invoice No. 20393 dated 5/22/12</i>	Prof'l Services Disbursements Total Due	\$ 1,757.50 35.15 1,792.65
	Total		\$ 1,792.65
0293-004	<i>Code Enforcement</i> <i>Invoice No. 20394 dated 5/22/12</i>	Prof'l Services Disbursements Total Due	\$ 74.00 1.48 75.48
	Total		\$ 75.48

0293-027	<i>Palmer Trinity Private School Invoice No. 20395 dated 5/22/12</i>	Prof'l Services	\$	55.50
		Disbursements		1.11
		Total Due		56.61
0293-048	<i>Charter Schools Invoice No. 20391 dated 5/22/12</i>	Prof'l Services	\$	774.00
		Disbursements		23.22
		Total Due		797.22
	Grand Total		\$	19,436.67

Do not hesitate to call me if you have any questions regarding these statements.

Very truly yours,

Eve A. Boutsis
Office of the Village Attorney

EAB/lcm
Enclosures
cc: Mayor and Village Council

FIGUEREDO & BOUTSIS, P.A.
ATTORNEYS & COUNSELORS

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk
 Village of Palmetto Bay
 9705 E. Hibiscus Street
 Palmetto Bay, Florida 33157

May 22, 2012
 Matter ID: 0293-001
 General Municipal-VPB
 Invoice Number 20392

			Hours	Amount
4/23/2012	EAB	Revised charter language per action of CRC; revised ballot language; and telephone conference with Ms. Betty Pegram regarding proposed revisions to section 5.2(B) of charter.	2.40	444.00
4/23/2012	EAB	Updated Village Attorney memorandum to council; and telephone conference with CP Howard Tendrich.	1.50	277.50
4/23/2012	EAB	Telephone conference with Mr. Ron Williams and Mrs. Meighan Alexander as to agenda items and pending matters.	0.60	111.00
4/23/2012	EAB	Revised Floodplain Management Ordinance per revisions of State and FEMA; and provided to PW, Building and P&Z for review.	3.20	592.00
4/23/2012	EAB	Telephone conference with Ms. Corrice Patterson and drafted follow up letter to Quality Paving regarding remaining structures.	0.40	74.00
4/24/2012	EAB	Research relating to zoning in progress and moratoriums; drafted resolution regarding same; meeting with Mr. Darby Delsalle and Mr. Williams regarding same; telephone conferences with CP Joan Lindsay regarding same (5); telephone conference with Mayor Shelley Stanczyk; prepared resolutions for Mayor Stanczyk; drafted standing committee for Permitting and Building for Mayor Stanczyk; reviewed agenda items and revised same; and attention to and provided direction on HR items.	1.60	296.00
4/25/2012	EAB	Discussion with Mr. Williams and Mr. Delsalle; conference call with Mr. Williams, Mr. Delsalle, and CP Lindsay; revised staff report and ZIP resolution; meeting with Mr. Williams and Mrs. Fanny Carmona Gonzalez on agenda resolutions; communications with Ms. Olga Cadaval regarding HR matter relating to dispensing of aspirin; telephone conference with Mayor Stanczyk; revised agenda resolution item for Mayor Stanczyk; discussion with Mrs. Carmona Gonzalez; email communications regarding Edward Holdings; follow up on Relay For Life; and reviewed purchase and sale agreement.	6.00	1,110.00
4/26/2012	EAB	Research on RLUIPA; follow up with Clerk, Pinecrest and Cutler Bay Attorneys regarding meeting with Elections.	2.70	499.50

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

4/26/2012	EAB	Conducted legal research and analysis relating to RLUIPA and state law on same.	3.00	555.00
4/26/2012	EAB	Communications with Mrs. Alexander and Mr. Williams relating to agenda items; and follow up on agenda items.	1.00	185.00
4/27/2012	EAB	Finalized agenda items.	1.30	240.50
4/27/2012	EAB	Communications with Ms. Leann Tellam; and continued research.	2.50	462.50
5/1/2012	EAB	Telephone conference with CP Lindsay; telephone conference with CP Patrick Fiore; telephone conference with Mr. John Breder on zoning query; telephone conference with Mr. Delsalle; and telephone conference with Mr. Simon Ferro.	1.00	185.00
5/2/2012	EAB	Attention to ZIP with Building Department.	0.60	111.00
5/2/2012	EAB	Follow up with League counsel on the Garcia matter.	0.20	37.00
5/2/2012	EAB	Communications with Mayor Stanczyk on pending agenda items; attention to agenda items; provided statutes to Mayor Stanczyk; follow up with CP Howard Tendrich and Mrs. Alexander.	0.40	74.00
5/2/2012	EAB	Follow up with Ms. Tellam and Mr. Tucker Gibbs.	0.30	55.50
5/2/2012	EAB	Telephone conference with Mayor Stanczyk.	0.40	74.00
5/2/2012	EAB	Telephone conference with VM Brian Pariser and Mr. Williams.	0.40	74.00
5/3/2012	EAB	Attention to ZIP matter.	0.60	111.00
5/4/2012	EAB	Telephone conferences with Mr. Williams; and attention to pending agenda items.	1.00	185.00
5/7/2012	EAB	Meeting with Mr. Ed Silva, Mr. Williams, Mr. Delsalle; telephone conference with staff and CP Lindsay; revised memorandum and resolution re: ZIP; telephone conference with CP Lindsay; telephone conference with VM Pariser; telephone conference with Mr. Delsalle; telephone conference with CP Tendrich; drafted email memorandum to council; telephone conference with Mr. Stanley Price; telephone conference with Mr. Silva; and telephone conference with Mrs. Alexander.	4.50	832.50
5/7/2012	EAB	Attended council meeting.	5.00	925.00
5/8/2012	EAB	Attention to after action matters; telephone conference with Mr. Delsalle; telephone conference with CP Fiore; telephone conference with Mr. Williams; and prepared shade session for Shores at PB matter.	2.50	462.50
5/9/2012	EAB	Telephone conference with Mayor Stanczyk; telephone conference with CP Lindsay; attention to reporter; telephone conference with Mr. Bill Kress; telephone conference with Mr. Williams; telephone conference with Mr. Delsalle on pending items and agenda revisions; telephone conference with Mrs. Alexander on advertising and pending agenda items; and telephone conference with Mr. Silva.	5.30	980.50

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

5/10/2012	EAB	Telephone conference with Ms. Patterson regarding public record request by Quality Paving and response to Quality Paving; and telephone conference with Ms. Patterson regarding Tenex.	0.50	92.50
5/10/2012	EAB	Finalized edits to Ludovici fee ordinance; communications with Mr. Chad Friedman; and provided update to Village Manager as to PACE program.	0.40	74.00
5/10/2012	EAB	Responded to follow up questions from prebid conference relating to Security Services.	0.30	55.50
5/10/2012	EAB	Meeting with Mr. Silva and Mr. Delsalle regarding unsafe structure process.	1.80	333.00
5/11/2012	EAB	Communications with Mr. Ben Kuehne; attention to NPC; communications with Mr. John Shubin regarding Burch property; revised MOW and Go RFP; attention to pending matters; and telephone conference with Mr. Silva.	2.80	518.00
5/11/2012	EAB	Communications with Ms. Patterson on pending items.	0.30	55.50
5/14/2012	EAB	Revised Mow and Go; telephone conference with Mr. Delsalle; and follow up on pending items.	1.30	240.50
5/14/2012	EAB	Attention to HB implications on floodplain management ordinance; reviewed edits (additional) as to same; and communications with Ms. Patterson regarding same.	1.00	185.00
5/14/2012	EAB	Continued to work on Moratorium.	1.00	185.00
5/14/2012	EAB	Attention to Burch matter with Mr. Shubin's office.	0.30	55.50
5/15/2012	EAB	Attention to agenda items; reviewed same; provided direction on same; communications with Mr. Shubin and Mr. Delsalle regarding Westminster, and Burche properties; attention to charter revision ballot matter; communications with Ms. Tellam and Mr. Gibbs; attention to advertising for Moratorium; and attention to special council meeting and shade session.	3.00	555.00
5/15/2012	EAB	Drafted moratorium ordinance revisions; communications with Mr. Williams; communications with Mr. Delsalle and Mr. Silva; attention to Westminster permit; and communications with Mr. Shubin and his staff.	3.00	555.00
5/15/2012	EAB	Attention to ethics code - county level; registering and training relating to lobbying and ethics; communications with the Council regarding same; communications VM Pariser; communications with Ethics Commission regarding same; and attention to COE decision.	0.80	148.00
5/16/2012	EAB	Telephone conference with Mr. Ben Kuehne; and telephone conference with CP Lindsay.	0.60	111.00
5/17/2012	EAB	Drafted conditional permit; and drafted hold harmless.	1.40	259.00
5/17/2012	EAB	Telephone conference with Mr. Kuehne; telephone conference with Mr. Silva; and telephone conference with Mr. Delsalle.	0.40	74.00

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

5/17/2012	EAB	Communications with Mr. Shubin.	0.30	55.50
5/17/2012	EAB	Communications with Mayor Stanczyk on pending items.	0.40	74.00
5/18/2012	EAB	Attended Agenda Review; telephone conference with CP Lindsay on Moratorium ordinance; attention to public records; and telephone conference with Mayor Stanczyk.	2.40	444.00
5/18/2012	EAB	Attention to Burche meeting; attention to permit/contractor (failure to obtain permit) issue raised by resident; drafted village attorney update; and follow up with Mr. Gibbs as to CRC meeting.	1.40	259.00
5/18/2012	EAB	Communications with Mayor and Mr. Carlos Jimenez, Jr. regarding FPL resolution.	0.40	74.00
5/19/2012	EAB	Attention to ZIP item.	2.00	370.00
5/21/2012	EAB	Telephone conference with Pastor Sammy Flores; telephone conference with Mrs. Alexander and Mayor Stanczyk; telephone conference with CP Lindsay; telephone conference with Mr. Delsalle; attention to ZIP; drafted FPL resolution; and telephone conference with VM Pariser.	1.50	277.50
5/21/2012	EAB	Meeting with Mr. Delsalle and CP Joan Lindsay; and continued meeting with Mr. Delsalle.	2.40	444.00
5/21/2012	EAB	Attended Special Council meeting.	2.50	462.50
5/22/2012	EAB	Telephone conferences with Mr. Delsalle; approved advertisement relating to ZIP after action; communications with Mrs. Alexander; revised moratorium memorandum; and telephone conference with CP Lindsay.	2.00	370.00
5/22/2012	EAB	Attention to PACE program amendments.	0.30	55.50
5/22/2012	EAB	Attention to charter revision items.	0.30	55.50
5/22/2012	EAB	Attention to Quality Paving public records request.	0.20	37.00
5/22/2012	EAB	Communications with Mr. Carlos Jimenez Jr., and Ramon Ferrer.	0.30	55.50
			Total Professional Services	15,484.50

Rate Summary

Eve A. Boutsis	83.70 hours at \$185.00/hr	15,484.50
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Total hours:	83.70	15,484.50
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Disbursements

4/30/2012	Database Legal research	920.52
5/22/2012	Disbursements incurred - 2.0%	309.69

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Payments and Credits

5/22/2012	Check No.: 14993	19,164.19
	Sub-total Payments:	<u>19,164.19</u>
	For Professional Services	15,484.50
	For Disbursements Incurred	1,230.21
	Current Balance:	<u>16,714.71</u>
	Previous Balance:	19,164.19
	Payments - Thank you	19,164.19
	Total Due	<u>16,714.71</u>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

FIGUERO & BOUTSIS, P.A.
ATTORNEYS & COUNSELORS

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk
 Village of Palmetto Bay
 9705 E. Hibiscus Street
 Palmetto Bay, Florida 33157

May 22, 2012
 Matter ID: 0293-002
 Zoning Applications
 Invoice Number 20393

			Hours	Amount
4/23/2012	EAB	Telephone conference with Mr. Simon Ferro and Mr. Darby Delsalle on South Motors.	0.60	111.00
4/27/2012	EAB	Telephone conference with Mr. Delsalle on pending zoning applications.	0.40	74.00
4/30/2012	EAB	Telephone conference with Mr. Delsalle; attention to AN Dealership staff report; attention to Westminster substantial compliance; attention to RLUIPA and ACLJ; communications with Treasure Island; and telephone conference with Mr. Ron Williams regarding ZIP.	1.20	222.00
5/1/2012	EAB	Attention to home use item from Cutler Bay; and attention to pending items; and telephone conference with Mr. Delsalle.	0.60	111.00
5/2/2012	EAB	Completed analysis of case law regarding same; drafted moratorium ordinance; and telephone conference with Mr. Delsalle.	2.00	370.00
5/2/2012	EAB	Telephone conference with Mr. Delsalle; and telephone conference with Mr. Williams, Mrs. Meighan Alexander and Council Person Joan Lindsay.	1.30	240.50
5/10/2012	EAB	Telephone conference with Mr. John Shubin; and drafted document relating to staging; and finalized same.	1.70	314.50
5/14/2012	EAB	Attention to Westminster matter with Mr. Shubin's office.	0.30	55.50
5/17/2012	EAB	Telephone conference with Mr. Ferro; and communications with Mr. John Breder.	0.40	74.00
5/21/2012	EAB	Prepared for and attended Planning & Zoning meeting.	1.00	185.00
Total Professional Services				1,757.50

Rate Summary

Eve A. Boutsis 9.50 hours at \$185.00/hr 1,757.50

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

	Total hours:	<u>9.50</u>	<u>1,757.50</u>
5/22/2012	Disbursements incurred - 2.0%		35.15
Payments and Credits			
5/22/2012	Check No.: 14993		830.28
	Sub-total Payments:		<u>830.28</u>
	For Professional Services		1,757.50
	For Disbursements Incurred		35.15
	Current Balance:		<u>1,792.65</u>
	Previous Balance:		830.28
	Payments - Thank you		830.28
	Total Due		<u>1,792.65</u>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

For Professional Services	74.00
For Disbursements Incurred	1.48
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Current Balance:	75.48
Previous Balance:	471.75
Payments - Thank you	471.75
	<hr/>
Total Due	75.48

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

FIGUEREDO & BOUTSIS, P.A.
ATTORNEYS & COUNSELORS

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

May 22, 2012
Matter ID: 0293-027
Palmer Trinity Private School,
Invoice Number 20395

			Hours	Amount
5/2/2012	EAB	Telephone conference with Mr. Jeff Hochman.	0.30	55.50
				<hr/>
			Total Professional Services	55.50

Rate Summary

Eve A. Boutsis 0.30 hours at \$185.00/hr 55.50

Total hours:

 0.30

 55.50

5/22/2012 Disbursements incurred - 2.0% 1.11

Payments and Credits

5/22/2012 Check No.: 14993 188.70

Sub-total Payments:

 188.70

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

For Professional Services	55.50
For Disbursements Incurred	1.11
Current Balance:	<u>56.61</u>
Previous Balance:	188.70
Payments - Thank you	188.70
Total Due	<u>56.61</u>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

FIGUERO & BOUTSIS, P.A.
Attorneys & Counselors

18001 Old Cutler Road, Suite 533, Miami, Florida 33157
 Telephone: (305) 235-9344 Facsimile: (305) 235-9372

Ron E. Williams
 Village of Palmetto Bay
 9705 E. Hibiscus Street
 Palmetto Bay, Florida 33157

May 22, 2012
 Matter ID: 0293-048
 Charter Schools
 Invoice Number 20391

			Hours	Amount
4/26/2012	EAB	Began preparing oral argument book and preparation.	2.50	450.00
5/2/2012	EAB	Communications with Mr. Juan Carlos Planas.	0.20	36.00
5/21/2012	EAB	Attended attorney client meeting; and telephone conference with Mr. Planas.	1.30	234.00
5/22/2012	EAB	Telephone conference with Mr. Planas.	0.30	54.00
Total Professional Services				774.00

Rate Summary

Eve A. Boutsis	4.30 hours at \$180.00/hr	774.00
Total hours:	4.30	774.00

5/22/2012	Disbursements incurred - 3.0%	23.22
	For Professional Services	774.00
	For Disbursements Incurred	23.22
	Current Balance:	797.22
	Previous Balance:	0.00
	Payments - Thank you	0.00
Total Due		797.22

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.



To: Honorable Mayor and Village Council

Date: May 29, 2012

From: Ron E. Williams, Village Manager

Re: Special Master Services

A handwritten signature in black ink, appearing to read "Ron E. Williams", is written over a horizontal line.

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF MR. RICHARD L. DOODY, ESQ. FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR TO SERVE AS THE CODE ENFORCEMENT SPECIAL MASTER FOR THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$7,000; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND:

On July 13, 2009, Resolution 09-57 was adopted by the Council selecting Mr. Richard L. Doody, Esq., to provide Special Master services to the Village for a period of two (2) years, with two (2) additional one (1) year options to extend the term of services. The selection was made pursuant to the RFQ rules and procedures as required by Ordinance No. 03-08.

The initial two (2) year portion of the contract concluded on July 13, 2011, and Mr. Richard L. Doody, Esq., is now nearing completion of the first of the two (2) additional one year possible contract extensions. Approval of the second contract extension requires a majority vote of the Council and, if approved, will extend the term of the underlying contract through July 13, 2013. All other material terms of the contract shall remain the same. To date, Mr. Doody, has presided competently and consistently at the Village's Special Master hearings. Approval of a one (1) year extended contract would be appropriate in light of his service.

FISCAL/BUDGETARY IMPACT:

It is projected that the Village's code enforcement case load can be handled by the Special Master, with the Special Master providing a minimum of three (3) hours of service, per month. At a billing rate of \$100 per hour, staff estimates that Special Master Services will cost approximately \$7,000 during the one year extension of the underlying contract. Funds have been budgeted in the Department of Planning and Zoning for Special Master Services.

RECOMMENDATION:

Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF MR. RICHARD L. DOODY, ESQ. FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR TO SERVE AS THE CODE ENFORCEMENT SPECIAL MASTER FOR THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$7,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the powers granted by the Florida constitution, and applicable sections of Chapter 1666 of the Florida Statutes, the Mayor and Council adopted Ordinance No. 03-08 on June 2, 2003, creating a code enforcement chapter entitled, "Code Enforcement Procedures"; and,

WHEREAS, according to the rules and procedures set forth in Ordinance No. 03-08, the Mayor and Council have the power to appoint a Special Master provided that certain qualifications are met; and,

WHEREAS, the Village published an Request for Qualifications (RFQ No. 09-PZ-01) Seeking proposals from qualified individuals or firms to provide Special Master Services for code compliance to the Village; and,

WHEREAS, based on the qualifications detailed in the proposal submitted by Richard L. Doody, Esq., the Village appointed Mr. Doody as per Resolution No. 09-57, to the position of Special Master for code compliance for a period not to exceed two (2) years with two (2) additional one (1) year options to extend; and,

WHEREAS, the first two (2) years of the contract ended on July 13, 2011; and,

WHEREAS, on July 11, 2011 pursuant to Resolution No. 2011-51, the Mayor and Village Council granted the first of the one (1) year extensions to the contract; and,

WHEREAS, Mr. Doody is eligible for one (1) more optional contract extension; and,

WHEREAS, Mr. Doody has presided competently and consistently at the Village's Special Master hearings, and approval of the remaining one (1) year extended contract option would be appropriate in light of his service; and,

WHEREAS, the contract provides for a minimum payment of three (3) hours of Special Master services per month at a rate of \$100 an hour; and,

WHEREAS, the estimated annualized total cost of Special Master services based upon prior years is approximately \$7,000 and said amount has been budgeted.

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

Section 1. The above recitals are included herein by reference.

Section 2. In accordance with the rules and procedures of Ordinance No. 03-08 and Resolution No. 09-57, Richard L. Doody, Esq., is hereby reappointed to serve as Special Master for the Village of Palmetto Bay, is hereby extended for a final one (1) year period. The Village shall proceed with public procurement thereafter.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of June, 2012

Attest: _____
Meighan Alexander
Village Clerk

Shelly Stanczyk
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis
Village Attorney

FINAL VOTE ADOPTION:

Council Member Patrick Fiore _____
Council Member Howard Tendrich _____
Council Member Joan Lindsay _____
Vice-Mayor Brian Pariser _____
Mayor Shelley Stanczyk _____

FIRST ADDENDUM TO AGREEMENT

THIS FIRST ADDENDUM is dated and approved this ____ day of June, 2012, agreement between the Village of Palmetto Bay ("Village") and Richard Doody. ("contractor")

WHEREAS, the purpose of this first addendum to the agreement is to extend the length of the underlying agreement as provided therein for a one year term, which agreement is attached hereto as exhibit 1.

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this first addendum, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. WHEREAS CLAUSES: The above whereas clauses are incorporated and made a part of this first addendum to the underlying agreement and approving resolution, which agreement is incorporated by reference and attached as Exhibit 1.

2. ENTIRE AGREEMENT: This first addendum to the July 13, 2009, agreement when signed by all of the parties constitutes the full and complete understanding by and between the parties and integrates by its terms and all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this first addendum will govern over the provisions of any incorporated documents. Listed below are the sections of the agreement which are being revised, and/or supplemented by this first addendum:

3. TERM. The contract is extended for a one-year term, as provided under section 3.1 of the underlying July 13, 2009 agreement. All other terms and conditions remain unchanged.

4. SEVERABILITY: Should any section or any part of any section of this first addendum be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this first addendum.

5. WARRANTY OF AUTHORITY: The signatories to this first addendum warrant that they are duly authorized by action of their respective Village council, board of directors or other authorized entity to execute this first addendum and to bind the parties to the promises, terms, conditions and warranties contained in this first addendum.

_____ SM

_____ VPB

6. **MISCELLANEOUS PROVISION:** In the event a court must interpret any word or provision of this first addendum, the word or provision shall not be construed against either party by reason of drafting or negotiating this first addendum.

IN WITNESS WHEREOF, the parties to this first addendum, acting through their duly authorized officers, have executed this first addendum to the agreement as of the date first written above.

VILLAGE OF PALMETTO BAY,

RICHARD DOODY

By: _____
Ron E. Williams
Village Manager

By: _____
Richard Doody

Approved as to form:

By: _____
Eve A. Boutsis,
Office of Village Attorney

**CONTRACT BETWEEN VILLAGE OF PALMETTO BAY
AND MR. RICHARD L. DOODY, ESQ.**

This contract is made and entered into this 13th day of July, 2009, between the Village of Palmetto Bay (Village), a Florida municipal corporation, located at 8950 SW 152 Street, Palmetto Bay, Florida 33157 and Mr. Richard L. Doody, Esq., individually, located at Law Offices Richard L. Doody, Esq., P.A., 800 East Broward Boulevard, Suite 710, Cumberland Building, Fort Lauderdale, Florida 33301 (Consultant).

WITNESSETH:

WHEREAS, the Village issued a Request for Qualifications (RFQ) for Special Master Services and the Consultant is the sole bidder and qualified candidate which was selected by the Village Council.

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform Special Master Services as described in this contract and the Consultant desires to accept the engagement; and,

NOW THEREFORE, in consideration of the sum of \$10.00 the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

1. WHEREAS CLAUSES

1.1. The above whereas clauses are incorporated and made a part of this contract.

2. STATEMENT OF WORK

2.1 The statement of work for this project shall be as provided in the RFQ for Special Master Services, which is attached as exhibit 1, and is incorporated and made a part of this contract. **In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.**

3. COMMENCEMENT DATE AND TERM

3.1 The term shall commence upon the date of the execution of this contract and expire in two (2) years. Upon the expiration of two (2) years of service, the Consultant may be reappointed for two additional one (1) year options to extend, provided that such reappointment be recommended by the Village Manager and be approved by a majority vote of the Village Council.

RBG
Village
RD
Consultant

3.2 Work shall commence upon the issuance of a written task order by the Village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work.

4. PAYMENT

4.1 The Village shall pay the Consultant \$100.00 per hour as provided in the RFQ, which is attached as exhibit 1. The parties agree that the Consultant shall be entitled to a minimum of three billable hours in any month in which the Consultant is required to attend at least one hearing, meeting, or proceeding as part of Consultant's Special Master duties.

4.2 The Village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the Village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work.

5. TRANSFER AND ASSIGNMENT

5.1 None of the work or services under this contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of the contract and the Consultant shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

5.2 The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Consultant to the Village.

6. MODIFICATIONS-CHANGE ORDERS

6.1 The Village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall be incorporated in written amendments to this contract.

6.2 If any changes cause an increase or decrease in the price charged, the maximum amount of the contract, or the time required for conditions of this contract, the Village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

7. TERMINATION FOR DEFAULT

7.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the

Village

RJ

Consultant

other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination.

7.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

7.3 The Consultant may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the Village in the event that the Consultant is unable to complete the services identified in paragraph 2.1 due to causes beyond the Consultant's control.

7.4 The Village shall have no liability to the Consultant for future profits or losses in the event of termination for default.

7.5 The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7.6 Should the Consultant provide the Village with written notice of cancellation of contract, the Consultant will be required to refund a pro-rata share of the compensation identified in paragraph 4.

8. TERMINATION FOR DELAY

8.1 If the project is suspended or the Consultant's services are delayed by the Village for more than 30 consecutive days, the Consultant may terminate this contract by giving not less than 10 days written notice.

8.2 The liability of the Village upon termination by the Consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by the Consultant to the time of termination by the Consultant. The Village shall not be liable for future profits or losses.

9. TERMINATION FOR CONVENIENCE

9.1 The Village may terminate this contract for convenience at any time by giving 10 days notice in writing to the Consultant. The Consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. The Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The Village shall not be liable for future profits or losses.

9.2 In the event that the Village improperly terminates the contract for default under paragraph 7, the termination shall be deemed a termination for convenience under this paragraph.

10. TERMINATION FOR LACK OF FUNDS

10.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the Village for the for the payment of work under this contract are at any time not

LRD
Village
RR
Consultant

forthcoming, through the failure of the Village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the Village shall have the right to terminate the contract without penalty by giving not less than 10 days written notice of the lack of available funding

10.2 In the event the Village declines to appropriate funds for payment of the contract for future fiscal years, the Consultant shall be paid for work performed under the contract with funds that are appropriated for the current fiscal year. The liability of the Village to the Consultant shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

10.3 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the Village to the Consultant shall be limited to payment for services when payment is received by the Village from the county, state or federal authority. The Village shall submit all required documents requesting payment within a reasonable time. The Village shall not be liable to the Consultant for work performed in the event that payment is not received by the Village from the county, state or federal funding authority. This is a pay-when-paid clause.

11. INTEREST PAYMENTS DUE TO LATE PAYMENT

11.1 The Village shall make payment to the Consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Section 218.74, Florida Statutes.

11.2 The Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

12. LIENS

12.1 The Consultant, subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

13. INDEPENDENT CONTRACTOR

13.1 The Consultant is furnishing its services as an independent contractor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

LRG
Village
R2
Consultant

14. INDEMNIFICATION

14.1 The Consultant shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of any intentional misconduct or negligence.

15. MEDIATION

15.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

15.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

15.3 Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11th judicial circuit for the State of Florida.

16. JURISDICTION AND VENUE

16.1 For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

17. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

17.1 The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

18. NOTICES

18.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Consultant and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

RB
Village
Rc
Consultant

19. CONTRACTING OFFICER REPRESENTATION

19.1 For the purposes of this contract, the contracting officers are as follows:

To the Village: Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay, Florida 33157
Attention: Village Manager

To the Consultant: Law Offices Richard L. Doody, Esq., P.A.
800 East Broward Boulevard
Suite 710, Cumberland Building
Fort Lauderdale, Florida 33301
Attention: Richard L. Doody, Esq.

20. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

20.1 The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Consultant's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

20.2 The right to access and examination of records in subparagraph 24.1 shall continue until disposition of any mediation, claims, litigation or appeals.

21. OWNERSHIP OF DOCUMENTS

21.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the Consultant under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Consultant acknowledges that all documents prepared under this contract shall be public records, and shall be subject to the public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Consultant to the Village. The Consultant shall have the right to retain copies of the documents at the Consultant's expense.

22. SEVERABILITY

22.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.



Village


Consultant

23. ENTIRE CONTRACT

23.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

24. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

24.1 The Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and the Consultant has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract to the Consultant.

24.2 The Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

24.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant.

25. WARRANTY OF AUTHORITY

25.1 The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

26. MISCELLANEOUS

26.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall no be construed against either party by reason of drafting or negotiating this agreement.

[Signature Page to follow].

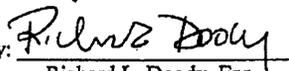
LDW
Village
R2
Consultant

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers,
have executed this contract as of the date first above written.

The Village of Palmetto Bay

Consultant

By: 
Ron E. Williams,
Village Manager

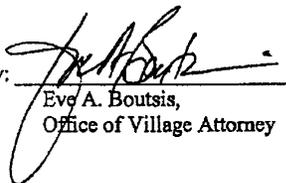
By: 
Richard L. Doody, Esq.

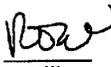
ATTEST:

VILLAGE CLERK

By: 
Meighan J. Rader,
Village Clerk

Approved as to form:

By: 
Eve A. Boutsis,
Office of Village Attorney


Village

Consultant



To: Honorable Mayor and Village Council

Date: May 29, 2012

From: Ron E. Williams, Village Manager

Re: GIS Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF ROSS GIS CONSULTING, INC. FOR ONE (1) YEAR, TO PROVIDE GEOGRAPHIC INFORMATION SERVICES (GIS) TO THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$9,000; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND:

On September 8, 2008, Resolution No. 08-74 was adopted by the Council selecting Ross GIS Consulting, Inc., to provide GIS services to the Village for a period of three (3) years with two (2) additional one (1) year options to extend. The selection was made pursuant to the RFP rules and procedures as required by Ordinance No. 03-08.

The initial three (3) year term of the contract concluded on September 8, 2011, and Ross GIS Consulting Inc, is now nearing completion of the first of two (2) contract extensions, authorized under the contract. Approval of the second contract extension requires a majority vote of the Council and, if approved, will allow the second, one year extension to proceed, thus, extending the term of the contract through September 8, 2013. To date, Ross GIS Consulting has competently and consistently provided GIS services to the Village, and approval of the final one (1) year extension of the contract would be appropriate in light of the services being provided. Prior to completion of the second extension, the Village will advertise a competitive public procurement process, through a Request for Proposals (RFP), for proposers interested in providing GIS services.

FISCAL/BUDGETARY IMPACT:

The billing rate for the contract is \$750 a month (\$9,000 a year) and includes up to 10 hours a month for the GIS Service. Every hour thereafter is billed at a rate of \$75. Funds have been budgeted in the Department of Planning and Zoning for GIS Services.

RECOMMENDATION:

Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF ROSS GIS CONSULTING, INC. FOR ONE (1) YEAR, TO PROVIDE GEOGRAPHIC INFORMATION SERVICES (GIS) TO THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$9,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ongoing development of the Village's Geographic Information Services (GIS) system created the capability of producing high quality maps displaying property information at the parcel level to include such data as zoning, land use, streets, addresses, flood zones, storm water drainage, street signs, light poles, and locations of water and sewer lines for all parcels within the Village; and,

WHEREAS, it was desirous to continue the development and maintenance of the Village's GIS by securing an agreement with an individual and/or firm to provide GIS professional services to the Village; and,

WHEREAS, the Village advertised the issuance of a Request for Proposals (RFP) for GIS Professional Services (#08-PZ-01) on June 13th, 2008, soliciting interest from among qualified and experienced individuals and/or firms to submit proposals by July 15th, 2008; and,

WHEREAS, The scope of services to be provided by the consultant chosen included i) ongoing maintenance to the current system and, ii) development of additional GIS applications; and,

WHEREAS, on September 8, 2008, the Village considered the respondents to the RFP and selected Ross GIS Consulting Inc. (Resolution No. 08-74) to provide said Geographic Consulting Services to the Village for a period of three (3) years, with two (2) additional one (1) year options to extend; and,

WHEREAS, the first three (3) years of the contract ended September 8, 2011; and,

WHEREAS, on July 11, 2011, pursuant to Resolution No. 2011-47, the Mayor and Village Council granted the first of the one year extensions to the contract; and,

WHEREAS, Ross GIS Consulting, Inc., is eligible for one (1) more optional contract extension; and,

WHEREAS, Ross GIS Consulting, Inc., has provided competent and consistent GIS services to the Village, and approval of the remaining one (1) year extended contract option would be appropriate in light of said service; and,

WHEREAS, the contract provides for a minimum of 10 hours of GIS services per month at a cost of \$750 a month or \$9,000 a year, with every hour thereafter billed at a rate of \$75 respectively; and,

WHEREAS, Funds have been budgeted in the Department of Planning and Zoning for GIS Services.

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

Section 1. The above recitals are included herein by reference.

Section 2. In accordance with Resolution No. 08-74, the contract between Ross GIS Consulting, Inc., and the Village of Palmetto Bay, is hereby extended for a final one (1) year. The Village shall proceed with public procurement thereafter.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of June, 2012.

Attest: _____
Meighan Alexander
Village Clerk

Shelly Stanczyk
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis
Village Attorney

FINAL VOTE ADOPTION:

Council Member Patrick Fiore _____

Council Member Howard Tendrich _____

Council Member Joan Lindsay _____

Vice-Mayor Brian Pariser _____

Mayor Shelley Stanczyk _____

FIRST ADDENDUM TO AGREEMENT

THIS FIRST ADDENDUM is dated and approved this ____ day of June, 2012, agreement between the Village of Palmetto Bay (“Village”) and Ross GIS Consulting Inc. (“contractor”).

WHEREAS, September 8, 2008, the Village considered the respondents to the RFP and selected Ross GIS Consulting Inc. (Resolution No. 08-74) to provide said Geographic Consulting Services to the Village for a period of three (3) years, with two (2) additional one (1) year options to extend;

WHEREAS, the first three (3) years of the contract ended September 8, 2011; and,

WHEREAS, on July 11, 2011, pursuant to Resolution No. 2011-47, the Mayor and Village Council granted the first of the one year extensions to the contract; and,

WHEREAS, Ross GIS Consulting, Inc., is eligible for one (1) more optional contract extension; and,

WHEREAS, Ross GIS Consulting, Inc., has provided competent and consistent GIS services to the Village, and approval of the remaining one (1) year extended contract option would be appropriate in light of said service; and,

WHEREAS, the contract provides for a minimum of 10 hours of GIS services per month at a cost of \$750 a month or \$9,000 a year, with every hour thereafter billed at a rate of \$75 respectively; and,

WHEREAS, the purpose of this first addendum to the agreement is to extend the length of the underlying agreement as provided therein for a one year term, which agreement is attached hereto as exhibit 1.

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this first addendum, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

- 1. **WHEREAS CLAUSES:** The above whereas clauses are incorporated and made a part of this first addendum to the underlying agreement and approving resolution, which agreement is incorporated by reference and attached as exhibit 1.
- 2. **ENTIRE AGREEMENT:** This first addendum to the September 8, 2008 agreement when signed by all of the parties constitutes the full and complete understanding by and between the parties and integrates by its terms and all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this first addendum will govern over the provisions of any incorporated documents. Listed below are the sections of the agreement which are being revised, and/or supplemented by this first addendum:

Page 1 of 2

____ Contractor

____ VPB

3. **TERM.** The contract is extended for a one-year term, as provided under section III, Term of Agreement; Effective Date, of the underlying September 8, 2008 agreement. All other terms and conditions remain unchanged. In accordance with Resolution No. 08-74, the contract between Ross GIS Consulting, Inc., and the Village of Palmetto Bay, is extended for a final one (1) year. The Village shall proceed with public procurement thereafter.

4. **SEVERABILITY:** Should any section or any part of any section of this first addendum be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this first addendum.

5. **WARRANTY OF AUTHORITY:** The signatories to this first addendum warrant that they are duly authorized by action of their respective Village council, board of directors or other authorized entity to execute this first addendum and to bind the parties to the promises, terms, conditions and warranties contained in this first addendum.

6. **MISCELLANEOUS PROVISION:** In the event a court must interpret any word or provision of this first addendum, the word or provision shall not be construed against either party by reason of drafting or negotiating this first addendum.

IN WITNESS WHEREOF, the parties to this first addendum, acting through their duly authorized officers, have executed this first addendum to the agreement as of the date first written above.

VILLAGE OF PALMETTO BAY,

**ROSS GIS CONSULTING
INC.**

By: _____
Ron E. Williams
Village Manager

By: _____
Matt Ross
President

Approved as to form:

By: _____
Eve A. Boutsis,
Office of Village Attorney

**AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS)
PROFESSIONAL SERVICES BETWEEN
THE VILLAGE OF PALMETTO BAY AND
ROSS GIS CONSULTING, INC.**

THIS AGREEMENT is entered into this 8th day of September, 2008, by and between the Village of Palmetto Bay (Village), a municipal corporation of the State of Florida, located at 8950 SW 152nd Street, Palmetto Bay, Florida 33157 and Ross GIS Consulting, Inc. (Consultant), a Florida corporation, located at 6001 SW 70th Street, #319, South Miami, Florida 33143.

WITNESSETH:

WHEREAS, the Village conducted a competitive process in accordance with its procurement procedures to solicit interest among individuals and/or firms to provide Geographic Information System (GIS) services through issuance of a Request for Proposals (RPF) on June 13th, 2008; and

WHEREAS, an evaluation committee reviewed responsive proposals received July 15th, 2008, and recommended the Consultant as the top ranked firm to provide GIS services to the Village; and

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform the work described in this agreement and the Consultant desires to accept the engagement; and

WHEREAS, the work to be performed related to providing GIS services provides support for the current GIS application and consists of creating a new web application that will integrate building, zoning and public works departmental data and developing new GIS applications as identified; and

WHEREAS, the fundamental goal of the Consultant shall be to provide the best value for GIS services to the Village, by providing qualified technical labor, knowledge of GIS related projects, software development, staff training, and the successful implementation of GIS-based solutions in a government setting; and

WHEREAS, the Consultant shall be readily available, accessible to the Village and able to provide GIS services in a flexible manner.



Village


Consultant

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

I. WHEREAS CLAUSES

The above whereas clauses are incorporated and made a part of this agreement.

II. SCOPE OF SERVICES

Two components to the scope of services shall be provided by Consultant: 1) ongoing maintenance to the current GIS system; and, 2) additional GIS development, as described below.

Consultant shall provide ongoing maintenance services to the Village's GIS system, including but not limited to:

- a. Implementation of a custom ArcGIS Server 9.3 application which contains all the capabilities of the current web mapping application.
- b. Conversion of the current GIS database to a combination of ESRI File Geodatabases and ArcSDE databases.
- c. Regular maintenance and updates to the GIS database and software.
- d. Creation of custom maps, as requested.
- e. Generation of mailing labels, upon request.
- f. Weekly updates of property appraiser records.
- g. Updates of water and sewer data, when made available.
- h. Ad-hoc generation of maps, updates of mapping templates, printing and laminating of atlases, upon request.
- i. Assessment and provision of miscellaneous tasks required for ongoing, uninterrupted functioning of GIS system software and hardware.
- j. Staff training related to ongoing maintenance functions, as necessary.
- k. Response to Village requests within two (2) day business days.

Consultant shall provide additional GIS development services, subject to funding availability and through issuance of a project specific work order, as follows:

- a. Completion of the implementation of an interface to Village historical zoning documents.
- b. Develop and implement additional interfaces to Village documents based on future needs of Village departments, as may be identified from time to time.
- c. Provide staff training on use of new interfaces.



Village


Consultant

- d. Prepare annual recommendations to the Village of additional GIS software and hardware requirements.

III. TERM OF AGREEMENT; EFFECTIVE DATE

This agreement shall be for a period of three (3) years with two additional one (1) year renewal options. The Village may, but is under no obligation to extend or renew this agreement after expiration of the initial three (3) year term. The Village shall provide 30 days prior notice of its intent not to renew of any additional year term.

This agreement shall be effective immediately from and after execution of this agreement.

IV. COMPENSATION FOR SERVICES

In return for satisfactory performance of services provided by Consultant as specified in Section II. related to ongoing maintenance services, the Village agrees to pay Consultant based upon the following rate table:

<u>Year of Agreement</u>	<u>Monthly Fee for Up to 10 hrs. of Support</u>	<u>Hourly Rate for Beyond 10 hrs. of Monthly Support</u>
One	\$ 700	\$ 65
Two	\$ 725	\$ 70
Three	\$ 750	\$ 70
Renewal(s)	\$ 750	\$ 75

In return for satisfactory performance of services provided by Consultant as specified in Section II. related to GIS development services, the Village agrees to pay Consultant as follows:

Complete implementation of an interface to Village historical zoning documents: \$ 7,750 (funding available)

To develop and implement an interface to Village Planning & Zoning documents: \$17,500 (subject to available funding and issuance of a project work order)

To develop and implement additional interfaces to Village documents based on future needs of Village departments, as may be identified from time to time:

To be determined by Consultant and


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Village, with approval by the Village prior to any work being performed, subject to available funding and issuance of a project specific work order.

Compensation for GIS services shall be payable by the Village in arrears, each month, pursuant to the approval of the monthly invoice of Consultant. The invoice shall indicate the number of hours of GIS services provided in the prior month and any backup documentation required by the Village Manager or designee. Monthly support to be provided above ten (10) hours shall require prior, written approval by the Village, upon written request by the Consultant.

V. PERMITS, TAXES, LICENSES

Consultant shall at its own expense obtain all necessary permits, pay all licenses and memberships, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to providing GIS professional services under this agreement.

VI. ASSISTANCE PROVIDED BY VILLAGE

The Village shall provide one GIS server, an ArcGIS server Workgroup Standard 9.2 and ArcIMS 9.2, in addition to customary GIS equipment operating and office supplies. The Village shall maintain the subscriptions to obtain Miami-Dade GIS data, aerial photographys, property appraiser records and other GIS required licenses.

VII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience at any time by giving 90 days notice in writing. The Consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. In the event that either party improperly terminates the agreement for default under section VII below, the termination shall be deemed a termination for convenience under this section.

VIII. TERMINATION FOR DEFAULT

Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within ten (10) days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach.



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Consultant may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term upon not less than 60 days prior written notice to the Village in the event that Consultant is unable to complete the services identified in section II due to causes beyond Consultant's control.

The Village shall have no liability to the Consultant for future profits or losses in the event of termination for default. The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

IX. INSURANCE AND INDEMNIFICATION

Consultant shall maintain throughout the period of this agreement Comprehensive Automobile Liability insurance in the minimum amount of \$300,000 combined single limit for bodily injury and property damages liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damages, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

Consultant shall maintain Workers' Compensation insurance (if applicable), to satisfy applicable statutory requirements of Chapter 440, Florida Statutes.

All insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida and have agents upon whom service of process may be made in the State of Florida.

The Consultant shall not commence work under this agreement until it has obtained insurance required by the Village. The Consultant shall furnish certificates of insurance to the Village prior to the commencement of operations which shall include the Village as an additional insured. The certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this section and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this agreement.

The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Consultant or its subconsultants, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Consultant, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Consultant or subconsultant.

The Consultant shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Consultant, or the Consultant's subconsultants, suppliers and



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laborers incident to the performance of the Consultant's services under this agreement. The Consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

X. TRANSFER AND ASSIGNMENT

None of the work or services under this agreement shall be subcontracted unless Consultant obtains prior written consent from the Village. Approved subconsultants shall be subject to each provision of this agreement and Consultant shall be responsible and indemnify the Village for all subconsultants' acts, errors or omissions.

The Consultant shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within ten (10) days by the Consultant to the Village.

XI. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, maps, specifications or other records, including electronic records, resulting from the professional services rendered by the Consultant under this agreement shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Consultant acknowledges that all documents prepared under this agreement shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes, Chapter 119. Upon conclusion of this agreement and any extensions, all documents shall be delivered by Consultant to the Village. The Consultant shall have the right to retain copies of the documents.

XII. RESERVATION OF RIGHTS

The parties agree that this agreement may be amended to modify the scope of services and commitment by Consultant to Village, so as to better fulfill the GIS needs of the Village. No additional consideration will be necessary to amend this agreement.

XIII. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

The Village does not waive sovereign immunity for any claim for breach of agreement or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.



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XIV. JURISDICTION AND VENUE

For the purposes of this contract, Florida law shall govern the terms of this agreement. Venue shall be in Miami-Dade County, Florida.

XV. SEVERABILITY

Should any section or any part of any section of this agreement be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this agreement.

XVI. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following.

For the Village: Ron E. Williams, Village Manager
 Village of Palmetto Bay
 8950 SW 152nd Street
 Palmetto Bay, Florida 33157
 305.259.1260

For the Consultant: Matthew Ross, President
 Ross GIS Consulting, Inc.
 6001 SW 70th Street, #319
 South Miami, Florida 33143
 305.934.7992

An individual or delegated committee will be designated to represent the Village in all matters pertaining to the work as it progresses. Interference by unauthorized individuals must be controlled so as no to impede the smooth progress of the work. Consultant shall review all work to be accomplished with project representative to preclude misunderstandings.

XVII. ENTIRE AGREEMENT

The agreement, when signed by all of the parties, constitutes the full and complete understanding and agreement of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This agreement, RFP #08-PZ-01 and the proposal submission response of Consultant, incorporated by reference into this agreement, constitute the entire



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understanding between the parties and integrates by its terms all previous agreements or understandings, oral or written, between the parties. In the event of any conflict, the terms of this agreement will govern over the provisions of any incorporated documents

XVIII. INTEREST PAYMENTS

Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statutes.

XIX. SURVIVAL OF PROVISIONS

Any terms or conditions of either this agreement or any subsequent project agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

XX. RECORDS/AUDITS

Consultant shall maintain complete and correct records, books, documents, papers, and accounts pertaining to the specific project. Such records, books, documents, papers, and accounts shall be available at all reasonable times for examination and audit by the Village Manager or any authorized Village representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the scope of services and each project work order issued under this agreement. Incomplete or incorrect entries in such records, books, documents, papers, or accounts will be grounds for disallowance by or reimbursement to the Village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the Village. The Consultant shall comply with Chapter 119, Florida Statutes, as applicable. Refusal of the Consultant to comply with these provisions shall be grounds for immediate termination for cause by the Village of this agreement or any project work order.

XXI. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the Village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the Consultant.

XXII. ASSIGNMENT; AMENDMENTS

This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without prior written consent of the Village. No modification,



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amendment, or alteration in the terms or conditions of this agreement shall be effective unless contained in a written documents executed with the same formality as this agreement.

XXIII. WARRANTY OF AUTHORITY

The signatories to this agreement warrant that they are duly authorized by action of their respective Village council, board of directors or other authority to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

XXIV. MISCELLANEOUS PROVISION

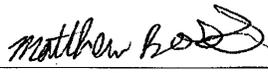
In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this agreement on the date first above written.

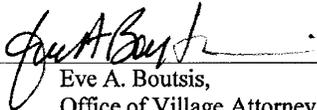
Village of Palmetto Bay

By: 
Ron E. Williams, Village Manager

Ross GIS Consulting, Inc.

By: 
Matthew Ross, President

Approved as to Form:


Eve A. Boutsis,
Office of Village Attorney
Nagin Gallop & Figueredo, P.A.


Village
MR
Consultant

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

NSURED

Policy Number: 4049824966
Effective Date: 10-07-08
Expiration Date: 04-07-09
Registered State: FLORIDA

MATTHEW M ROSS
6001 SW 70TH ST
APT 319
SOUTH MIAMI, FL 33143-3425

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2003
Make: CHEV
Model: SILVER1500
VIN: 2GCEK19T531310883

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$100,000/\$300,000	
PROPERTY DAMAGE LIABILITY	\$50,000	
PERSONAL INJURY PROTECTION	BASIC	\$1000 DED/INSD&REL
UNINSURED MOTORIST/STACKED	\$100,000/\$300,000	
COMPREHENSIVE		\$1,000 DED
COLLISION		\$1,000 DED
EMERGENCY ROAD SERVICE	FULL	NON-DED
RENTAL REIMBURSEMENT	\$20/DAY-\$600 MAX	

Lienholder Additional Insured Interested Party

Additional Information:

Issued 10/31/2008

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THE DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.