

RESOLUTION NO. 2015-\_\_

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 LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF \$6,753; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay engaged the law firm of Lehtinen Schultz Riedi Catalano Fuente, PLLC to provide Village Attorney legal services for the Village; and,

WHEREAS, Lehtinen. Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending January 31, 2015, in the amount of \$6,753; 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. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Approval. The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of \$6,753, copies of which are attached, are approved for payment.

Section 3. Effective Date. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this \_\_ day of February, 2015.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Eugene Flinn  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

1 \_\_\_\_\_  
2 Dexter W. Lehtinen  
3 Village Attorney  
4  
5  
6 FINAL VOIE AT ADOPTION:  
7  
8 Council Member Karyn Cunningham \_\_\_\_\_  
9  
10 Council Member Tim Schaffer \_\_\_\_\_  
11  
12 Council Member Larissa Siegel Lara \_\_\_\_\_  
13  
14 Vice-Mayor John DuBois \_\_\_\_\_  
15  
16 Mayor Eugene Flinn \_\_\_\_\_  
17  
18

**Lehtinen Schultz Riedi Catalano Fuente**  
**1111 Brickell Avenue, Suite 2200**  
**Miami, Florida 33131**

**January 2015**  
**Village of Palmetto Bay**

Statement Period: **January 2015**  
Client: **Village of Palmetto Bay, Florida**

<u>Date</u>	<u>Individual</u>	<u>Subject</u>	<u>Time</u>
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**General Government**

1/5	DL	Meeting of Palmetto Bay Village Council; preparation for meeting; meeting with Village staff	6.9
1/12	DL	Conference with Mayor; conference with staff regarding various Village matters; attendance at ethics seminar by Commission on Ethics and Public Trust (no charge for ethics meeting)	2.1
1/12	CR	Research supremacy issue regarding veterinarian liens under Florida law	1.3
1/19	DL	Meeting with Councilmember and staff regarding land use and litigation issues	1.8
1/28	DL	Special meeting of Village Council	1.0

**Zoning**

1/20	CR	Attend Village Council quasi-judicial hearing regarding re-platting FPL property; review hearing materials in preparation; confer with Village Council members	2.5
1/20	DL	Confer with Riedi and staff regarding upcoming FPL re-platting proceeding and other pending land use issues (including certiorari matters)	1.3

(continued)

**Lehtinen Schultz Riedi Catalano Fuente**  
**1111 Brickell Avenue, Suite 2200**  
**Miami, Florida 33131**

**January 2015/Village of Palmetto Bay**  
(continued – page two)

**Litigation**

1/4	CR	Review Petition for Certiorari; review appendix and public hearing transcript; draft response; call opposing counsel; call from county attorney regarding pending action (fire station I, northwest Old Cutler Road)	6.4
1/7	CR	Review foreclosure case; review public records regarding code enforcement for answer and affirmative defenses; e-mail Palmetto Bay regarding case; consult with Lehtinen concerning case	1.5
1/8	CR	Revise response for petition for certiorari (fire station I); review standards for appellate review of quasi-judicial proceedings (I); Draft Response to Petition for Certiorari (fire station II, southeast of Old Cutler Road); confer with Lehtinen regarding progress of matter	4.2
1/13	CR	Acostat foreclosure; prepare e-mail to opposing counsel concerning motion for default scheduled for hearing	0.4
1/19	CR	Conference call with county and church attorneys regarding certiorari petition filed but not scheduled (fire station II)	0.8
1/28	CR	Draft motion for cause determination; e-mail to Lehtinen concerning same; revise response in opposition to certiorari (fire station I)	3.5

**Personnel Matters**

1/5	CR	Review/revise personnel handbook; review comparable provisions in handbooks of other municipalities	1.4
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(continued)

**Lehtinen Schultz Riedi Catalano Fuente  
1111 Brickell Avenue, Suite 2200  
Miami, Florida 33131**

**January 2015/Village of Palmetto Bay**  
(continued – page three)

**Total Fees**

Monthly total hours.....	35.1
Total fees due (@ \$190/hour.....)	\$ 6,669

**Reimbursable Expenses**

WestLaw computer research charge (at cost) (January).....	\$ 79
Postage (January).....	\$ 5
Total Reimbursable Expenses.....	\$ 84

**Total amount due (fees and expenses)..... 6,753**

DL = Dexter Lehtinen      CR = Claudio Riedi      JC = John Catalano  
BF = Bob de la Fuente      TS = Tom Schultz

## RESOLUTION NO \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING THE CONSENSUS OF THE COMMITTEE OF THE WHOLE MEETING OF FEBRUARY 17, 2015, REGARDING THE PUBLICATION OF A REQUEST FOR PROPOSAL FOR EXECUTIVE SEARCH FIRM TO ASSIST WITH THE SELECTION OF PERMANENT VILLAGE MANAGER; PROVIDING AN EFFECTIVE DATE.  
(Village Attorney)

WHEREAS, under Roberts Rules of Order, the Committee of the Whole, is a subordinate body to the Village Council, which is its superior appointing body; and

WHEREAS, actions of the Committee of the Whole constitute recommendations to the superior body, which is the Village Council; and

WHEREAS, at the February 17, 2015 meeting of the Committee of the Whole, the Committee directed the Village Manager and Village Clerk to issue a Request for Proposal to solicit an executive search firm to assist with the selection of a permanent Village Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY:

**Section 1.** The direction of the Committee of the Whole with respect to soliciting an executive search firm to assist with the selection of a permanent Village Manager is hereby adopted.

**Section 2.** This resolution shall take effect immediately upon enactment.

PASSED and ADOPTED this \_\_\_\_\_ day of March, 2015.

Attest:

\_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Eugene Flinn  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

\_\_\_\_\_  
Dexter W. Lehtinen  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Larissa Siegel Lara \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Eugene Flinn \_\_\_\_\_

## RESOLUTION 2015-

A RESOLUTION OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE FINAL COMPENSATION AND BENEFITS FOR VILLAGE MANAGER RON E. WILLIAMS IN CONNECTION WITH HIS DEPARTURE FROM VILLAGE EMPLOYMENT ON MARCH 31, 2015; SPECIFYING CONTINUED INSURANCE TO BE PROVIDED PURSUANT TO CONTRACT; SPECIFYING RETROACTIVE PAY INCREASE AS OF OCTOBER 13, 2014; SPECIFYING CERTAIN OTHER TERMS OF DEPARTURE; AND PROVIDING AN EFFECTIVE DATE. (Councilmember Tim Schaffer)

WHEREAS, Village Manager Ron Williams will depart from Village employment on March 31, 2015, based upon his decision to retire and the normal termination of his extended employment contract dated October 13, 2009; and,

WHEREAS, at the request of the Village Council and as a courtesy to the Village, Manager Williams graciously agreed to a temporary short extension of his employment contract, which would have otherwise expired on October 13, 2014 to the end of March 31, 2015;

WHEREAS, Manager Williams did not receive any compensation increase at the time of extension of his employment contract; and

WHEREAS, Manager Williams has served the Village in an outstanding and professional manner for more than seven years.

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

**Section 1.** The Village Council hereby thanks Manager Ron E. Williams for his service to the community.

**Section 2.** The Village Council hereby acknowledges that Manager Williams is entitled to (a) receive, pursuant to his employment contract and Village policy, appropriate payment for his accrued and unused Personal Time Off days, payable at his regular rate of pay effective on March 31, 2015, and (b) continued comprehensive medical and dental insurance coverage for himself and his family at Village expense for the period of time equal to one-half of his period of service as Village Manager (including the provision, at Village expense, of such supplemental insurance policies as are necessary to continue such comprehensive coverage when Manager Williams becomes eligible for Medicare health coverage).

**Section 3.** The Village Council hereby grants to Manager Williams ownership of the laptop which he has been using as Village Manager.

**Section 4.** In recognition of Manager Williams' acceptance of a contract extension at Village request without a pay increase, the Village Council hereby grants a ten percent (10%) pay increase, effective October 13, 2014.

**Section 5.** This Resolution shall take effect immediately upon passage by the Village Council.

PASSED AND ADOPTED this \_\_\_\_\_ day of March, 2015.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Eugene Flinn  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

\_\_\_\_\_  
Dexter W. Lehtinen  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Larissa Siegel Lara \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Eugene Flinn \_\_\_\_\_



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To: Honorable Mayor and Village Council

Date: February 23, 2015

From: Ron E. Williams, Village Manager

Re: Extension of Interlocal Agreement  
with Miami-Dade School Board

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING EXTENTION OF THE INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY SCHOOL BOARD FOR USE OF THE CORAL REEF PARK, BASEBALL FIELD 3; PROVIDING FOR A THREE YEAR EXTENSION OF THE EXISTING NON-EXCLUSIVE USE INTERLOCAL AGREEMENT FOR MIAMI PALMETTO SENIOR HIGH SCHOOL; AND PROVIDING AN EFFECTIVE DATE. (Administration)**

**BACKGROUND AND ANALYSIS:**

The Miami Palmetto Senior High School Boys baseball team has utilized the Coral Reef Park baseball field #3 since 2003 via an interlocal agreement between the Village of Palmetto Bay and Miami-Dade County School Board. The existing agreement, which was initially executed in 2003, and subsequently extended in 2009, and again in 2012, is set to expire on May 31, 2015. Given the excellent track record of Miami Palmetto Senior High School regarding compliance to all use requirements, as well as their responsive and respectful manner of compliance with the Village's requests, it is recommended that an additional three (3) year extension be granted commencing on June 1, 2015 and terminating on May 31, 2018.

**FISCAL/BUDGETARY IMPACT:**

None.

It may also be noted that the Boys baseball team booster club contributes annually to field refurbishing costs.

**RECOMMENDATION:**

Approval.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING EXTENSION OF THE INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY SCHOOL BOARD FOR USE OF THE CORAL REEF PARK, BASEBALL FIELD 3; PROVIDING FOR A THREE YEAR EXTENSION OF THE EXISTING NON-EXCLUSIVE USE INTERLOCAL AGREEMENT FOR MIAMI PALMETTO SENIOR HIGH SCHOOL; AND PROVIDING AN EFFECTIVE DATE. (Administration)**

**WHEREAS**, high school students residing within the Village of Palmetto Bay attend Miami Palmetto Senior High School; and

**WHEREAS**, the Miami Palmetto Senior High School Boys Baseball Team does not have an on-campus home field and for several years has utilized the Coral Reef Park baseball field #3 as their home field; and,

**WHEREAS**, the use of Coral Reef Park remains a need of Miami Palmetto Senior High School as a suitable location for a home field for the Boys Baseball Team; and,

**WHEREAS**, Field # 3 at Coral Reef Park is designed and constructed to accommodate high school level baseball; and,

**WHEREAS**, Miami Palmetto Senior High School has, during their contract period, complied with all Village requests, and have been extremely responsive and respectful of the Village and the residents regarding their use of Field 3; and,

**WHEREAS**, in 2003, the Miami-Dade County School Board and the Village of Palmetto Bay executed a contract for the use of field 3 by the Miami Palmetto Senior High School Boys Baseball Team; and,

**WHEREAS**, in 2009, the parties (Miami-Dade County School Board on behalf of the Miami Palmetto Senior High School and the Village of Palmetto Bay) entered into an interlocal agreement for an extension of the field use agreement, expiring on May 30, 2012; and,

**WHEREAS**, again in 2012, the parties (Miami-Dade County School Board on behalf of the Miami Palmetto Senior High School and the Village of Palmetto Bay) entered into an interlocal agreement for an extension of the field use agreement, expiring on May 31, 2015; and,

**WHEREAS**, the parties (Miami-Dade County School Board on behalf of the Miami Palmetto Senior High School and the Village of Palmetto Bay) desire to extend the interlocal agreement for an additional three (3) year period; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**

**COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** The attached interlocal agreement with the Miami Dade County School Board, on behalf of Miami Palmetto Senior High School for the use of Field 3 at Coral Reef Park, is hereby extended for an additional three-year period; commencing on June 1, 2015 and terminating on May 31<sup>st</sup>, 2018.

**Section 2.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of March, 2015.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Eugene Flinn  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

\_\_\_\_\_  
Dexter W. Lehtinen  
Village Attorney

**FINAL VOTE AT ADOPTION:**

Council Member Karyn Cunningham \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Larissa Siegel Lara \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Eugene Flinn \_\_\_\_\_



1. **Whereas clauses.** The above referenced whereas clauses are incorporated by reference into this non-exclusive use agreement and stipulated to be true and accurate.

2. **Scope of Use.**

2.1 The Village Shall make available Field 3, the Northeast Baseball Field located in Coral Reef Park, Village of Palmetto Bay, Florida, for practice and games for the "Palmetto Senior High School Boys Baseball Team," which is the school's official baseball team during baseball season. Baseball season is defined as and includes the following periods: (1) Regular Season Practice and Games: January 15<sup>th</sup> – April 30<sup>th</sup>; and (2) Tournament (Practice Site only, as needed): May 1<sup>st</sup> – May 30<sup>th</sup>.

2.2 The School will not charge spectators to attend games at the Park.

2.3 The School shall monitor its players, staff, spectators and visiting team's players, staff and spectators to ensure compliance with all Village, school, and park rules and regulations. The School shall designate one person at each practice or game as the responsible party for ensuring compliance with all applicable rules and regulations. The School is responsible for the conduct of the entire group which includes spectators.

2.4 No alcoholic beverages are permitted in the park.

2.5 The School shall conduct its events in an orderly manner and so as not to annoy, disturb, or be offensive to park patrons or residents in the vicinity of its operation. The School shall control the conduct, demeanor and appearance of its officers, coaches, members, employees, agents and representatives and demeanor and conduct of customers, spectators and patrons. In the event the Village notifies the School of

observed inappropriate behavior, the School will take immediate steps to correct the behavior.

2.6 All use of Field 3 shall be in accordance with the schedule identified at section 6, infra.

2.7 In no event may Field 3 be used for night practice or night games. The School specifically agrees that it will not seek to use Field 3 for the night practice or games. Nor shall the School seek to have the Village, the County or the School Board add field lights to the Park.

2.8 No voice or sound amplification of public address equipment will be used unless prior approval in writing by the Village.

3. **Term of Use.** This non-exclusive use agreement shall be for the use for a three (3) year period and will expire no later than May 30<sup>th</sup>, 2012. Prior to the end of the second year under this agreement, the parties shall meet to negotiate any extensions or continued use of Field 3 for the period after the existing contract expires.

4. **Times of Use.** The School will be provided first priority in scheduling and coordinating access to Field 3 during baseball season. Field 3 may be scheduled for use by the school during baseball season for the following time periods:

- Practice Days from 3:00p.m.-6:00p.m.;
- Weekday Game Days from 2:00p.m.-6:30p.m.;
- Saturday Practice and Games from 8:00 a.m.-noon.

5. **Priority of Use and Non-Exclusive Use.** Field 3 may be made available by the Village to any other users, at other times that are not scheduled for use by the School for practice or games, without restrictions. The Village will review the calendar of

 Village  
Board

proposed practice and game events provided by the school prior to scheduling any third parties to use Field 3. Subject to the School calendar, the Village may authorize and schedule other events for third persons for Field 3.

6. **Scheduling.**

6.1 At least one month prior to the start of baseball season, the School shall provide the Village with a schedule for the proposed use of Field 3. The School and Village shall agree upon a mutually acceptable schedule for practices and games in compliance with Section 2, above. The School shall provide immediate written notice to the Village of any change in the proposed schedule.

6.2 Any special events or additional facility usage will require written approval from the Village manager.

7. **Capital Improvements**

7.1 The Board, subject to the prior written approval by the Village manager, may make capital improvements to Field 3. A list of possible improvements is attached as exhibit 1. Both parties agree that any capital improvements will occur over the three year term of the underlying agreement, as funding becomes available.

7.2 The costs of all capital improvements initiated by the Board are the sole financial responsibility of the Board.

7.3 The Village will retain ownership of any and all permanent improvements to Field 3, such as a new backstop, permanent dugouts, grass infield, etc.

7.4 The Board shall retain ownership of any removable or temporary improvements, such as a removable outfield fence, pitching machines, etc.

*McC* *Robert*  
\_\_\_\_\_  
Village  
\_\_\_\_\_  
Board

7.5 During the term of this non-exclusive use agreement, the Board shall be responsible for maintaining any capital improvements undertaken at Field 3.

7.6 All equipment, site improvements and signage installed by the School shall be approved by the Village prior to installation. The Board shall not install, remove or replace the equipment or furnishings without notification to, and prior approval by the Village.

7.7 The Board agrees that any temporary fencing installed in the outfield shall be seen through and that netting beyond the outfield shall be installed as needed.

8. **Maintenance**

8.1 The Village shall be responsible for normal maintenance of Field 3, as are performed throughout Coral Reef Park.

8.2 The Board shall be responsible for general cleanup of Field 3 and the parking lots used in conjunction with a practice or game. The Board will clean the entire ball field or facility area including the dugout, fence lines and spectator's area after each day's use and will place all trash in the Village's trash receptacles.

8.3 The Board shall take good care of Field 3, to ensure that upon the expiration of this non-exclusive use agreement, or its termination in any manner, Field 3 is in not worse condition than it was at the commencement of this non-exclusive use agreement.

8.4 The Board shall pay the Village \$300.00 per week for non-normal maintenance specifically including dragging the infield and lining the field (during

 Village  
Board

baseball season). After the first year of the three year term the school shall pay an annual four (4) percent cost of living increase (COLA) to the Village.

9. **Parking and Transportation**

9.1 Participants, including staff, players, coaches, visiting teams and spectators, shall be directed to use the northeast parking lot on 77<sup>th</sup> Avenue.

9.2 Under no circumstances shall anyone park in the residential areas surrounding the park, specifically including the residential area immediately north of the park.

9.3 Visiting Teams shall use school buses to attend games.

9.4 For practice days, the Board agrees to continue the practice of caravanning to the practice site.

9.5 For game days, the Board agrees that, should parking capacity at the northeast lot become a concern, the team will travel to the park in a school bus.

10. **Security**. The Board shall be responsible for providing appropriate levels of security to include the use of administrative and athletic personnel, non-sworn security staff and sworn School Board Officers. The Village reserves the right to require additional security, if needed, as determined by the parties. The expenses of additional security, such as off-duty Police Officers, will be the responsibility of the school.

11. **Termination Due to Breach**

11.1 Either party may terminate this agreement due to a material breach by the other party, which breach has not been cured within 24 hours of the date of receipt of written notice of breach from the party seeking termination.

11.2 Termination shall be effective as of the end of the 24 hour period in the case of any uncured material breach.

11.3 Neither party shall have any liability to the other for any incidental consequential or other damages due to termination for material breach.

11.4 The rights and remedies of the parties 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.

12. **Termination for Convenience.** Prior to the start of baseball season, either party may terminate this agreement without cause upon 30 days written notice to the other party. If baseball season has already started, the Village may terminate this agreement without cause upon 30 days written notice, but the termination shall become effective at the end of the baseball season.

13. **Signs.** Any signage, temporary or permanent, shall be pre-approved by the Village.

14. **Indemnification and Sovereign Immunity**

14.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, Board shall defend, indemnify and hold harmless the Village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by school, its employees, officers, students and agents. The Village shall promptly notify the Board of each claim, cooperate with the school in

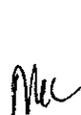
the defense and resolution of each claim and not settle or otherwise dispose of the claim without School's participation.

14.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, Village shall defend, indemnify and hold harmless the School and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Board or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by Village, its employees, officers, students and agents. The Board shall promptly notify Village of each claim, cooperate with Village in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Village's participation.

14.3 The indemnification provisions of this agreement shall survive termination of this agreement for any claim that may be filed after the termination date of the agreement provided the claims are based upon action that occurred during the performance of this agreement.

15. Insurance. The Board shall provide Village with a letter of self-insurance providing coverage for the protection and indemnification of the Village and the Board with respect to any and all claims for bodily injury/property damage and automobile liability.

16. Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail, e-mail, private postal service or hand delivery to:

 Village  
Board

Board: The School Board of Dade County, Florida  
c/o Superintendent of Schools  
School Board Administration Building  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 912  
Miami, Florida 33132

With a copy to: Miami-Dade County Public Schools  
Facilities Planning  
Attn: Administrative Director  
1450 N.E. 2<sup>nd</sup> Avenue, Room 525  
Miami, Florida 33132

The School Board of Miami-Dade County, Florida  
c/o School Board Attorney  
1450 N.E. 2<sup>nd</sup> Avenue, Room 400  
Miami, Florida 33132

School: Howard I. Weiner, Principal  
Miami-Palmetto Senior High School  
7460 S.W. 118<sup>th</sup> Street  
Pinecrest, Florida 33156

Village: Ron Williams, Village Manager  
Village of Palmetto Bay  
8950 S.W. 152<sup>nd</sup> Street  
Palmetto Bay, Florida 33157

17. **Severability.** If a term, provision, covenant, contract or condition of this agreement is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this agreement and the remainder shall be effective as though every term, provisions, covenant, contract or condition had not been contained herein.

18. **Counterparts.** This agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

19. **Choice of Law.** This agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.

*McC* 1050 Village  
Board

20. Attorney's Fees. In the event either party to this agreement is required to retain legal counsel to enforce any of its rights under this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings. However, neither party shall be responsible for or subject to pre judgment interest.

21. Assignment and Amendment. No assignment by either party of this agreement or any part of it, or any monies due or to become due, shall be made. This agreement may only be amended, by the parties, with the same formalities as this agreement.

22. Compliance With Federal, State and Local Laws. The Parties agree that they shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including but not limited to, the Americans with Disabilities Act, as they apply to this Agreement.

23. Authority of Superintendent. The Superintendent of Schools shall be the party designated by the BOARD to grant or deny all approvals required by this Agreement or to cancel this Agreement.

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

Village of Palmetto Bay

By: \_\_\_\_\_

Ron Williams  
Village Manager

The School Board of Miami-Dade County, FL

By: \_\_\_\_\_

Alberto M. Carvalho  
Superintendent of Schools

*M*

Village of Palmetto Bay

The School Board of Miami-Dade County, Fl

ATTEST:

ATTEST:

By: *Meighan J. Rader*  
Meighan J. Rader,  
Village Clerk

By: \_\_\_\_\_  
School Board Clerk

Approved as to form:

Approved as to form & legal sufficiency:

*Eve A. Boutsis*  
Eve A. Boutsis, Village Attorney

*[Signature]*  
School Board Attorney  
8/14/09