

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 \$17,754.15; 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 November 15, 2013, in the amount of \$17,754.15; 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 \$17,754.15, 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 December, 2013.

Attest:

Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

John Herin
Gray Robinson, as Interim Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

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

November 19, 2013

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 November 15, 2013 in the amount of \$17,754.15. 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. 20607 dated 11/15/13</i>	Prof'l Services	\$	9,456.00
		Disbursements		297.27
		Total Due		9,753.27
	Total		\$	9,753.27
Please deduct from Village Attorney Account No. 5143140, Code Enforcement.				
0293-002	Zoning Application <i>Invoice No. 20608 dated 11/15/13</i>	Prof'l Services	\$	4440.00
		Disbursements		88.80
		Total Due		4,528.80
	Total		\$	4,528.80
0293-004	Code Enforcement <i>Invoice No. 20609 dated 11/15/13</i>	Prof'l Services	\$	666.00
		Disbursements		13.32
		Total Due		679.32

0293-027	<i>Palmer Trinity vs. VPB</i> <i>Invoice No. 20610 dated 11/15/13</i>	Prof'l Services Disbursements Total Due	\$	943.50 18.87 962.37
0293-029	<i>Palmer Trinity vs. VPB (Appeal)</i> <i>Invoice No. 20611 dated 11/15/13</i>	Prof'l Services Disbursements Total Due	\$	1,202.50 24.05 1,226.55
0293-060	<i>Shores of Palmetto Bay vs. VPB</i> <i>Invoice No. 206121 dated 11/15/13</i>	Prof'l Services Disbursements Total Due	\$	592.00 11.84 603.84
	Grand Total		\$	17,754.15

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

November 15, 2013
Matter ID: 0293-001
General Municipal-VPB
Invoice Number 20607

			Hours	Amount
10/24/2013	EAB	Prepared exit memorandum relating to EQCB matter to interim legal services firm; analyzed statistics provided by staff; and follow up with staff on pending assignments relating to same.	3.00	555.00
10/24/2013	EAB	Attention to agenda items; communications with Ms. Olga Cadaval regarding grant agreement; revised Mayor's resolution regarding SW 152 Street; telephone conference with Ms. Corrice Patterson; attention to PWWMD traffic memorandum; and communications with Mrs. Meighan Alexander regarding agenda items and ad hoc committee.	1.00	185.00
10/24/2013	EAB	Sontag: Follow up with Mayor Shelley Stanczyk and Mr. Chad Friedman.	0.20	37.00
10/24/2013	EAB	Telephone conference with Mayor Stanczyk and Mr. Friedman.	0.30	55.50
10/24/2013	EAB	Communications with Ms. Channelle Costa; and communications with Mrs. Alexander regarding Educational Compact.	0.30	55.50
10/28/2013	EAB	Attention to COE; and telephone conference with Mr. Larry Lebowitz.	0.20	37.00
10/28/2013	EAB	Analyzed Comprehensive Plan, zoning code, and charter relating to FPL; and drafted close out memorandum.	1.50	277.50
10/28/2013	EAB	Telephone conference with Mr. Ron Williams on pending matters.	0.20	37.00
10/29/2013	EAB	Telephone conference with Mrs. Alexander and attention to public records matter.	0.20	37.00
10/30/2013	EAB	Attention to re-write of variance ordinance; communications with Mr. Darby Delsalle regarding same; attention to charter and code relating to same; and modified ordinance.	2.00	370.00
10/30/2013	EAB	Attention to agenda items with Mrs. Alexander; telephone conference with Mr. Williams.	0.30	55.50
10/30/2013	EAB	Follow up with Mr. John Herin.	0.10	18.50
10/30/2013	EAB	Reviewed files for return to Village to be provided to Mr. Herin for	3.00	555.00

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

Date	Initials	Description	Hours	Amount
		close out.		
10/30/2013	EAB	Follow up on close out of COE complaint.	0.10	18.50
10/30/2013	EAB	Telephone conference with Mr. Larry Lebowitz.	0.30	55.50
10/31/2013	EAB	Meeting with Mr. Delsalle to revised draft variance ordinance and administrative variance ordinance.	1.70	314.50
10/31/2013	EAB	Attention to fire station; and communications with Mr. Scott Silver.	0.10	18.50
10/31/2013	EAB	Prepared close out memorandum to Mr. Herin regarding COE.	1.50	277.50
11/1/2013	EAB	Edited variance ordinance.	0.70	129.50
11/1/2013	EAB	Revised draft administrative variance ordinance; and discussion with Mr. Delsalle.	1.00	185.00
11/4/2013	EAB	Attention to agenda items with Ms. Costa and Mr. Delsalle; reviewed agenda items in anticipation of upcoming meeting; and communications with Clerk regarding same.	1.50	277.50
11/4/2013	EAB	Attention to revised administrative variance ordinance; and revised same; and provided comments regarding same.	0.60	111.00
11/4/2013	EAB	Attended council meeting.	3.50	647.50
11/5/2013	EAB	Sontag - Follow up with Mr. Chad Friedman.	0.30	55.50
11/5/2013	EAB	Attention to FPL litigation and filings.	0.50	92.50
11/5/2013	EAB	Telephone conference with Mr. Delsalle on pending items for November agenda.	0.30	55.50
11/5/2013	EAB	Responded to inquiry by Mr. Jerry Proctor - as to TDRs - no specific client.	0.10	18.50
11/5/2013	EAB	Prepared final exit memoranda/close-out memoranda and exhibits for meeting with Mr. Herin - South Motors; Fire Station, FPL replatting; COE; and others.	2.50	462.50
11/5/2013	EAB	Telephone conference with Mayor Shelley Stanczyk.	0.30	55.50
11/5/2013	EAB	Revised and edited batting cage ITB.	3.50	647.50
11/5/2013	EAB	Began review of variance cover memorandum.	0.50	92.50
11/7/2013	EAB	Meeting with Mr. Delsalle and Mr. Herin on pending matters.	3.50	647.50
11/7/2013	EAB	Attention to RFQ.	0.30	55.50
11/7/2013	EAB	Attention to Tip Top's litigation in which village is named due to requested garnishment of vendor.	0.30	55.50
11/7/2013	EAB	Meeting with Mr. Herin on litigation.	0.70	129.50
11/7/2013	EAB	Attention to Cone of Silence; and drafted revisions to RFQ.	2.00	370.00
11/8/2013	EAB	Close out memorandum to Mr. Herin on Sontag 8950 SW 152nd Street.	2.50	462.50

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

11/8/2013	EAB	Revised cover memorandum relating to variance ordinances.	1.00	185.00
11/8/2013	EAB	Continued to edit variance and administrative variance ordinances and cover memorandum.	0.60	111.00
11/8/2013	EAB	Drafted exit memorandum relating to Recall Palmetto Bay v. Village of Palmetto Bay for the Interim Attorney.	1.00	185.00
11/8/2013	EAB	Communications with Mr. Herin; and prepared final exhibit memorandum for Mr. Herin as to League Claims, and pending matters, etc.	2.00	370.00
11/12/2013	EAB	Telephone conference with Mrs. Alexander and Mr. Williams on public records request.	0.20	37.00
11/12/2013	EAB	Telephone conference with Ms. Costa; telephone conference with Mr. Williams and Mrs. Alexander on pending bid items; and attention to interim contract with Mr. Williams.	0.50	92.50
11/13/2013	EAB	Attention to US Post office; communications with Mr. Herin; and telephone conference with Mr. Williams regarding same.	0.30	55.50
11/13/2013	EAB	Attention to FPL litigation; and provided update to Mr. Herin regarding same.	0.40	74.00
11/14/2013	LCM	Prepared Notice of Substitution of Counsel, Order on Notice of Substitution of Counsel and closed out files for return to the Village.	5.00	325.00
11/14/2013	EAB	Prepared final exit memorandum to Mr. Herin (and email communications) relating to parks covenants, Tip Top litigation; executed substitutions of counsel; and attention to pending matters; and telephone conference with Mr. Lebowitz to close out CEO matter.	1.00	185.00
11/15/2013	LCM	Completed preparing Notice of Substitution of Counsel, Order on Notice of Substitution of Counsel and closed out files for return to the Village.	5.00	325.00
			Total Professional Services	9,456.00

11/15/2013	Disbursements incurred - 2.0%	189.12
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Payments and Credits

11/18/2013	Check No.: 002163	6,493.19
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Sub-total Payments:	6,493.19
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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	9,456.00
For Disbursements Incurred	297.27
Current Balance:	<u>9,753.27</u>
Previous Balance:	6,493.19
Payments - Thank you	6,493.19
Total Due	<u>9,753.27</u>

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

**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

November 15, 2013
Matter ID: 0293-002
Zoning Applications
Invoice Number 20608

			Hours	Amount
10/24/2013	EAB	South Motors - telephone conference with Mr. Simon Ferro.	0.10	18.50
10/28/2013	EAB	Alexander School - communications with Mr. Jerry Proctor; analyzed revised letter of intent; and provided direction regarding same.	0.30	55.50
10/28/2013	EAB	South Motors - Attention to Park FLUM; and finalized documents.	0.40	74.00
10/28/2013	EAB	South Motors - Telephone conference with Mr. Darby Delsalle and staff; and communications with Mr. Ferro.	0.20	37.00
10/29/2013	EAB	Attention to South Motors.	0.20	37.00
10/30/2013	EAB	South Motors - telephone conference with Mr. Ferro.	0.20	37.00
10/31/2013	EAB	South Motors - meeting with Mr. Delsalle and attention to signatures and county sign-off; and telephone conference with Mr. Ferro.	0.40	74.00
10/31/2013	EAB	Finalized South Motors close out memorandum to Mr. John Herin.	1.00	185.00
11/1/2013	EAB	Fire Station - PBVC - Close out memorandum to Mr. Herin.	8.50	1,572.50
11/4/2013	EAB	South Motors - Reviewed revised easement agreement and new purchase and sale agreement; reviewed new version of easement agreement prepared by Gunster and Greenberg firms; and telephone conference with Mr. Ferro.	4.40	814.00
11/4/2013	EAB	Alexander school - attention to disclosures; coordinated with Clerk and P&Z director on process for meeting.	0.40	74.00
11/5/2013	EAB	South Motors: Reviewed revised easement agreement; provided edits to same; and communications with Mr. Ferro regarding same.	0.50	92.50
11/6/2013	EAB	South Motors - telephone conference with Mr. Delsalle.	0.20	37.00
11/7/2013	EAB	Attention to South Motors advertisements and revisions to same; telephone conferences with Mr. Ferro; telephone conferences with Mr. Delsalle; and meeting with Mr. Delsalle.	1.00	185.00

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

11/8/2013	EAB	South Motors - Follow up on advertising.	0.10	18.50
11/12/2013	EAB	Attention to South Motors.	0.20	37.00
11/13/2013	EAB	South Motors - Reviewed, edited, and revised site plan report; telephone conference with Mr. Delsalle; communications with Mr. Ferro; and follow up on Park FLUM and rezoning.	3.40	629.00
11/13/2013	EAB	South Motors - attention to ADA issues.	0.20	37.00
11/14/2013	EAB	South Motors - telephone conference with Mr. Delsalle; and edited staff reports.	1.00	185.00
11/14/2013	EAB	South Motors - telephone conference with Mr. Ferro; continued review and edit of easement agreement; and follow up conference with Mr. Delsalle.	0.80	148.00
11/15/2013	EAB	South Motors - continued edits of Staff report.	0.50	92.50
				4,440.00
			Total Professional Services	4,440.00

11/15/2013	Disbursements Incurred - 2.0%	88.80
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Payments and Credits

11/18/2013	Cust. No.: 2000306295	6,147.43
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	Sub-total Payments:	6,147.43
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For Professional Services	4,440.00
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For Disbursements Incurred	88.80
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Current Balance:	4,528.80
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Previous Balance:	6,147.43
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Payments - Thank you	6,147.43
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Total Due	4,528.80
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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

November 15, 2013
Matter ID: 0293-004
Code Enforcement
Invoice Number 20609

			Hours	Amount
10/28/2013	EAB	Attention to Mellon Bank v. Nuno - foreclosure and lien.	0.20	37.00
10/31/2013	EAB	Attention to foreclosures and lien cases - current filings.	0.40	74.00
11/1/2013	EAB	Attention to filings in Citibank v. VPB et al.	0.20	37.00
11/7/2013	EAB	Telephone conference with Mr. Darby Delsalle; discussion with Ms. Vanessa Bencomo regarding attention to mitigation matter; and drafted letter regarding same.	0.30	55.50
11/7/2013	EAB	Attention to tax deed sale and Village liens; and communications with Mr. Desmond Chin.	0.10	18.50
11/8/2013	EAB	Attention to incoming pleadings on foreclosure matters.	0.40	74.00
11/15/2013	EAB	Prepared answer to foreclosure and lien foreclosure - JP Morgan v. Alexander Rogdriguez; follow up with Finance regarding same.	2.00	370.00
				666.00
Total Professional Services				666.00

11/15/2013 Disbursements incurred - 2.0% 13.32

Payments and Credits

11/18/2013 Cust. No.: 2000306295 434.01

Sub-total Payments: 434.01

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	666.00
For Disbursements Incurred	13.32
Current Balance:	<u>679.32</u>
Previous Balance:	434.01
Payments - Thank you	434.01
Total Due	<u>679.32</u>

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

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

November 15, 2013
 Matter ID: 0293-027
 Palmer Trinity Private School,
 Invoice Number 20610

			Hours	Amount
10/28/2013	EAB	Finalized close-out memoranda.	0.50	92.50
10/30/2013	EAB	Follow up with Ms. Eileen Mehta regarding Palmer Trinity covenant.	0.20	37.00
10/31/2013	EAB	Attention to covenant; communications with Mr. Sean Cleary, Mr. Stan Price, Ms. Mehta regarding update on settlement and hearings.	0.50	92.50
11/1/2013	EAB	Communications with Ms. Mehta; follow up on settlement; follow up with Mr. Darby Delsalle and Mr. Ron Williams on pending items; updated status of close out memorandum; and telephone conference with Mr. Price.	1.00	185.00
11/5/2013	EAB	Prepared for exit interview/close out with Mr. John Herin; gathered relevant documents and organized same; and finalized memoranda; communications with Mr. Cleary and Mr. Price.	2.50	462.50
11/12/2013	EAB	Follow up with Mr. Price and Mr. Cleary.	0.20	37.00
11/14/2013	EAB	Telephone conference with Mr. Price.	0.20	37.00
Total Professional Services				943.50

11/15/2013 Disbursements incurred - 2.0% 18.87

Payments and Credits

11/18/2013 Cust. No.: 2000306295 3,409.27

Sub-total Payments: 3,409.27

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	943.50
For Disbursements Incurred	18.87
	<hr/>
Current Balance:	962.37
Previous Balance:	3,409.27
Payments - Thank you	3,409.27
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Total Due	962.37

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

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

November 15, 2013
 Matter ID: 0293-029
 Palmer Trinity v. VPB - Appeal
 Invoice Number 20611

			Hours	Amount
10/18/2013	EAB	Began close out memorandum to interim counsel on appellate litigation.	3.00	555.00
10/19/2013	EAB	Continued drafting close out memorandum as to appellate litigation.	3.50	647.50
				1,202.50
Total Professional Services				1,202.50

11/15/2013 Disbursements incurred - 2.0% 24.05

Payments and Credits

12/4/2012 Check No.: 16182 868.02

12/19/2012 Check No.: 16281 188.70

Sub-total Payments: 1,056.72

For Professional Services	1,202.50
For Disbursements Incurred	24.05

Current Balance: 1,226.55

Previous Balance: 1,056.72

Payments - Thank you 1,056.72

Total Due 1,226.55

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

November 15, 2013
 Matter ID: 0293-060
 Shores at Palmetto Bay vs. VPB
 Invoice Number 20612

			Hours	Amount
10/28/2013	EAB	Finalized exit memorandum.	1.00	185.00
10/30/2013	EAB	Telephone conference with Mr. J.C. Planas; and attention to status report update.	0.20	37.00
11/5/2013	EAB	Finalized memorandum; attached exhibits to exit interview - close out memorandum; and communications with Mr. Planas on status report to the court.	0.60	111.00
11/7/2013	EAB	Follow up with Mr. Planas.	0.10	18.50
11/14/2013	EAB	Telephone conference with Mr. Planas.	0.30	55.50
11/14/2013	EAB	Prepared status report/extension of time.	0.30	55.50
11/15/2013	EAB	Telephone conference with Mr. Planas; email communications with Mr. Planas; and drafted final motion and order on extension.	0.70	129.50
Total Professional Services				592.00

11/15/2013 Disbursements incurred - 2.0% 11.84

Payments and Credits

11/18/2013 Cust. No.: 2000306295 1,578.24

Sub-total Payments: 1,578.24

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

For Professional Services	592.00
For Disbursements Incurred	11.84
Current Balance:	<u>603.84</u>
Previous Balance:	1,578.24
Payments - Thank you	1,578.24
Total Due	<u>603.84</u>

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

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To: Honorable Mayor and Village Council Date: December 2, 2013
From: Ron E. Williams, Village Manager Re: 2014 Meeting Schedule

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL MEETING PROCEDURES; ANNOUNCING THE REGULAR COUNCIL MEETING SCHEDULE; THE LAND DEVELOPMENT PERMIT HEARINGS; AND, THE BUDGET WORKSHOP FOR THE YEAR 2014; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

As 2014 is upon us, staff has prepared the attached Resolution to clarify the Council Meeting dates, the Zoning Hearings dates, and to establish a Budget Workshop, as suggested by the Mayor. The Charter requires that 11 Council Meetings be held annually; additionally, the Council has previously dictated that there shall be no Zoning hearings held during July and August.

As Section 2-46(b) of the Village's Code of Ordinances defines the Committee of the Whole meetings to be held upon the Council making a motion to have staff further "investigate, evaluate, report, and make a recommendation to the council", at this time, we have generally reserved the third Wednesday of each month for holding of these types of meetings should the Council desire to move to do so.

Please note that all meetings shall be held at the Village Hall Chambers.

FISCAL/BUDGETARY IMPACT:

None.

RECOMMENDATION

Staff recommends approval of the Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL MEETING PROCEDURES; ANNOUNCING THE REGULAR COUNCIL MEETING SCHEDULE; THE LAND DEVELOPMENT PERMIT HEARINGS; DATES, IF NECESSARY, FOR THE COMMITTEE OF THE WHOLE WORKSHOPS; AND, THE BUDGET WORKSHOP FOR THE YEAR 2014; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay desires to announce the 2014 schedule for the regular Council Meetings, for the Land Development Permit hearings, and for the Budget Workshop; and

WHEREAS, the Council shall utilize the Village Hall Council Chambers, 9705 E. Hibiscus Street, to hold its meetings.

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

Section 1. The regular meetings of the Village Council shall be held at the Village Hall Council Chambers, 9705 East Hibiscus Street, Palmetto Bay at 7:00 p.m. on:

January 6, 2014	February 3, 2014
March 3, 2014	April 7, 2014
May 5, 2014	June 2, 2014
July 7, 2014	September 8, 2014
October 6, 2014	November 3, 2014
December 1, 2014	

Section 2. The Council shall hold hearings on applications for land development permits, if necessary, at 7:00 p.m. on the following dates:

January 20, 2014	February 10, 2014
March 17, 2014	April 21, 2014
May 19, 2014	June 16, 2014
September 22, 2014	October 20, 2014
November 17, 2014	December 15, 2014

Section 3. If necessary, the Council may schedule Committee of the Whole Workshops by motion to be held at 7:00 p.m. on the third Wednesday of each month.

Section 4. The Council shall hold a Town Hall Meeting/Budget Workshop in anticipation of the 2014-15 Fiscal Year at 7:00 p.m. on Monday, May 12, 2014.

Section 5. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this ____ day of December, 2013.

Attest: _____

Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

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

John R. Herin, Jr.
Interim Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____



To: Honorable Mayor and Village Council

Date: December 2, 2013

From: Ron E. Williams, Village Manager

Re: Drain Cleaning Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DRAIN CLEANING; AUTHORIZING ENVIROWASTE SERVICES GROUP, INC. TO CONTINUE PROVIDING STORM DRAIN CLEANING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$25,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Polluted stormwater runoff is commonly transported through Municipal Separate Storm Sewer Systems (MS4s), from which it is often discharged untreated into local water bodies. To prevent harmful pollutants from being washed or dumped into an MS4, operators must obtain a NPDES permit and develop a stormwater management program. Phase I, issued in 1990, requires *medium* and *large* cities or certain counties with populations of 100,000 or more to obtain NPDES permit coverage for their stormwater discharges. Phase II, issued in 1999, requires regulated small MS4s in urbanized areas, as well as small MS4s outside the urbanized areas that are designated by the permitting authority, to obtain NPDES permit coverage for their stormwater discharges. The Village of Palmetto Bay is required under the MS4 Permit to provide and document preventative maintenance efforts used annually to control contamination of stormwater runoff and prohibit illicit discharges into bodies of water.

Stormwater management continues to be a joint effort between the Department of Regulatory and Economic Resources, SFWMD and the Village of Palmetto Bay to protect public safety and minimize both public and private losses due to potential flooding from storm events. Within the boundaries of the Village there exist areas that are subject to periodic flooding, which can result in damage to property and other health and safety hazards.

The Department of Public Works has an ongoing program to clean catch basins that have debris covering the asphalt apron and the top of the grate that may contribute to inadequate flow of water through storm drain systems and tend to cause localized flooding. Some structures may have leaves, silt, and debris staged at the bottom of the inlet. Debris at the bottom of an inlet can find its way into pipes and exfiltration trenches, thereby reducing the efficiency of the drainage system. Through residents input and annual visual inspections, drain structures are identified and cleaned. Work performed is inspected by the Public Works staff to ensure the quality of the completed work.

EnviroWaste Services Group, Inc. was contracted per Resolution No. 2012-89 dated December 3rd, 2012 to provide emergency and routine storm drain cleaning throughout the Village of Palmetto Bay on an as needed basis. EnviroWaste Services Group, Inc. has provided the Village of Palmetto Bay with drain cleaning services for four (4) consecutive years. The Department of Public Works contacted, EnviroWaste Services Group, Inc. and received authorization to “piggy back” onto the existing Village of Virginia Gardens Storm Drainage Cleaning Services contract as executed by the Village of Virginia Gardens, on October 15, 2013, and terminates on October 15, 2018. The contract as executed by the Village of Virginia Gardens continues for a five (5) year period, along with two (2), one (1) year renewals as approved by Village Council of Virginia Gardens on October 17, 2013. EnviroWaste Services Group, Inc. has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Virginia Gardens.

Pursuant to the Village’s purchasing procedures, the Village may enter into contracts for services with contractors without following competitive bidding procedures when another public agency has already followed proper formal bid procedures. The Administration is requesting authorization to “piggy back” onto the attached existing agreement between the Village of Virginia Gardens and EnviroWaste Services Group, Inc. to provide the necessary services and resources to the Village for storm drain cleaning.

FISCAL/BUDGETARY IMPACT:

The Village budgets this item under “Special Revenue Fund-Stormwater Utility Fund” in an amount not to exceed \$25,000 in the Fiscal Year 2013-2014.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DRAIN CLEANING; AUTHORIZING ENVIROWASTE SERVICES GROUP, INC. TO CONTINUE PROVIDING STORM DRAIN CLEANING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$25,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, stormwater management continues to be a joint effort between the Department of Regulatory & Economic Resources, SFWMD and the Village of Palmetto Bay to protect public safety and minimize both public and private losses due to potential flooding from storm events; and

WHEREAS, the Department of Public Works has an ongoing program to clean catch basins that have debris covering the asphalt apron and the top of the grate that may contribute to inadequate flow of water through storm drain systems and tend to cause localized flooding; and

WHEREAS, debris at the bottom of an inlet can find its way into pipes and exfiltration trenches, thereby reducing the efficiency of the drainage system; and

WHEREAS, through residents input and annual visual inspections, drain structures are identified and cleaned; and

WHEREAS, EnviroWaste Services Group, Inc. was contracted per Resolution No. 2012-89 dated December 3, 2012 to provide emergency and routine storm drain cleaning throughout the Village of Palmetto Bay on an as needed basis; and

WHEREAS, EnviroWaste Services Group, Inc. has provided the Village of Palmetto Bay with drain cleaning services for four (4) consecutive years; and

WHEREAS, the Department of Public Works contacted, EnviroWaste Services Group, Inc. and received authorization to “piggy back” onto the existing Village of Virginia Gardens Storm Drainage Cleaning Services contract executed by the Village of Virginia Gardens, on October 15, 2013, and terminating on October 15, 2018 as approved by Village Council of Virginia Gardens on October 17, 2013; and

WHEREAS, EnviroWaste Services Group, Inc. has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Virginia Gardens; and

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

Section 1. The Village Manager is authorized to enter into an agreement with EnviroWaste Services Group, Inc. for Village-wide storm drain cleaning for Fiscal Year 2013-2014 in an amount not to exceed \$25,000.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of December, 2013.

Attest: _____
Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

John R. Herin, Jr., Interim Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____



**AGREEMENT FOR PROFESSIONAL SERVICES
STORM DRAINAGE SYSTEM CLEANING SERVICES**

THIS AGREEMENT, made and entered into on the 15th day of October, 2013 by and between the Village of Virginia Gardens, Miami-Dade County, Florida, party of the first part (hereinafter called "VILLAGE"), and EnviroWaste Services Group, Inc., Miami, FL, Miami-Dade County, Florida, party of the second part (hereinafter called "Contractor");

RECITALS:

The VILLAGE wants to engage the CONTRACTOR to perform certain professional services as specifically described in accordance with the project specifications attached as Exhibit A, Exhibit B and with Paragraph 1, Scope of Services in this Agreement ("Specified Services"). The CONTRACTOR wants to provide such Specified Services in connection with the maintenance of the VILLAGES storm drainage system.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

A. The CONTRACTOR agrees, as directed by the VILLAGE MANAGER / MAYOR or his/her designee, to perform the following services:

Furnish all material, labor and equipment in performing all operations necessary in connection with the cleaning of the storm drainage systems for the VILLAGE in complete and strict accordance with the attached specifications.

The scope of these professional services is based on the preliminary documents attached as Exhibit A and Exhibit B.

2. FEES FOR SERVICES

Upon satisfactory completion of the specified work as determined by the sole discretion of the VILLAGE MANAGER / MAYOR or his/her designee, the CONTRACTOR agrees to charge the VILLAGE in accordance with the proposal submitted;



**AGREEMENT FOR PROFESSIONAL SERVICES
STORM DRAINAGE SYSTEM CLEANING SERVICES**

Cleaning of Catch Basins	\$ 68.04	Per Inlet
Cleaning of French Drains	\$ 85.05	Per Inlet
Cleaning of Connecting Pipes	\$ 2.27	Per Linear Foot
Cleaning of Outfalls	\$ 170.10	Per Inlet
Cleaning of Manholes	\$ 113.40	Per Inlet

Such amounts include all equipment, labor, materials and disposal costs.

Invoicing and Payment:

The CONTRACTOR will issue an invoice upon completion of the work, in the VILLAGE MANAGER / MAYOR'S _____ sole discretion. If he/she, or his designee, determines that the work specified in the invoice has been performed according to the job specifications, the VILLAGE _____ shall pay such an invoice within 30 days.

The VILLAGE _____ shall pay to the CONTRACTOR for the faithful performance of this Agreement, in lawful money of the United States of America.

3. TERM

The term of this Agreement shall commence on the date of this Agreement and continue for a period of 5 years, along with two, 1-year renewals, therefore terminating on October 15, 2018, unless terminated pursuant to Paragraph 6 or extended pursuant to Paragraph 8.

4. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR.

5. PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement unless approved by the VILLAGE MANAGER / MAYOR _____ of the VILLAGE OF VIRGINIA GARDENS _____.



AGREEMENT FOR PROFESSIONAL SERVICES STORM DRAINAGE SYSTEM CLEANING SERVICES

6. TERMINATION

This Agreement may be terminated by either party upon 60 days' written notice with or without cause. If this Agreement is terminated, the CONTRACTOR shall be paid in accordance with the provisions of Paragraph 2 of this Agreement for all acceptable work performed up to date of termination.

7. NON-EXCLUSIVE AGREEMENT

The services to be provided by the CONTRACTOR pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the VILLAGE engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

8. ENTIRE AGREEMENT

This Agreement, together with all pertinent documentation including specifications and related materials, shall constitute the entire Agreement which may only be amended or modified upon written agreement between the parties.

9. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits, required under Federal, State and Local laws necessary to perform the Specified Services. CONTRACTOR must also provide proof of insurance to the VILLAGE to be made part of this Agreement. The CONTRACTOR shall have and furnish Workers' Compensation Insurance and Employers Liability Insurance in the limits to comply with Florida Statutes. The CONTRACTOR shall also furnish Public Liability and Contingent Liability Insurance for bodily injury in the minimum limits of the policy of One Million Dollars (\$1,000,000) for each person, and One Million Dollars (\$1,000,000) for each occurrence for bodily injury liability and limits of Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence for property damage liability or Three Hundred Thousand Dollars (\$300,000) for single limit coverage, all to be in a form satisfactory to the VILLAGE and protecting the VILLAGE from any loss due to any claim arising from or out of the contract work, and shall have the same approved by the VILLAGE prior to the signing of this Agreement. Proper certificates of such coverage listing the VILLAGE OF VIRGINIA GARDENS as an Additional Insured shall be filed with the VILLAGE at the time of contract signing.



**AGREEMENT FOR PROFESSIONAL SERVICES
STORM DRAINAGE SYSTEM CLEANING SERVICES**

10. ATTORNEY'S FEES

In connection with any legislation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

11. NOTICES

All notices and communications to the VILLAGE shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE OF VIRGINIA GARDENS :

Fred Spencer Deno IV
Mayor
6498 NW 38 Terrace
Virginia Gardens, Florida 33168

CONTRACTOR:

Eduardo Barba
President
EnviroWaste Services Group, Inc.
4 SE 1st Street, Second Floor
Miami, FL 33131

12. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida.



**AGREEMENT FOR PROFESSIONAL SERVICES
STORM DRAINAGE SYSTEM CLEANING SERVICES**

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first written above.

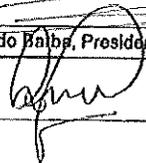
CONTRACTOR:

ENVIROWASTE SERVICES GROUP, INC.

Eduardo Barba, President

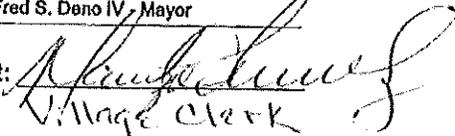
4 SE 1st Street, Second Floor
Miami, FL 33131

By: 
Eduardo Barba, President

Attest: 

VILLAGE OF VIRGINIA GARDENS _____ :

By: 
Fred S. Dano IV, Mayor

Attest: 
Village Clerk

RESOLUTION NO. 2012-89

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DRAIN CLEANING; AUTHORIZING ENVIROWASTE SERVICES GROUP, INC. TO CONTINUE PROVIDING STORM DRAIN CLEANING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$25,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, stormwater management continues to be a joint effort between the Department of Regulatory and Economic Resources, SFWMD and the Village of Palmetto Bay to protect public safety and minimize both public and private losses due to potential flooding from storm events; and

WHEREAS, the Department of Public Works has an ongoing program to clean catch basins that have debris covering the asphalt apron and the top of the grate that may contribute to inadequate flow of water through storm drain systems and tend to cause localized flooding; and

WHEREAS, debris at the bottom of an inlet can find its way into pipes and exfiltration trenches, thereby reducing the efficiency of the drainage system; and

WHEREAS, through residents input and annual visual inspections, drain structures are identified and cleaned; and

WHEREAS, EnviroWaste Services Group, Inc. was contracted per resolution No. 2011-30 dated May 2nd, 2011 to provide emergency and routine storm drain cleaning throughout the Village of Palmetto Bay on an as needed basis; and

WHEREAS, EnviroWaste Services Group, Inc. has provided the Village of Palmetto Bay with drain cleaning services for three consecutive years; and

WHEREAS, the Department of Public Works contacted, EnviroWaste Services Group, Inc. and received authorization to continue to "piggy back" onto the existing Village of Pinecrest Storm Drainage Cleaning Services contract as executed by the Village of Pinecrest, on October 2, 2008, which expired October 28, 2012; and

WHEREAS, the contract as executed by the Village of Pinecrest was extended for an additional year commencing October 29, 2012 through October 28, 2013 as per the Village of Pinecrest's resolution; and

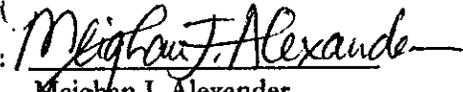
WHEREAS, EnviroWaste Services Group, Inc. has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Pinecrest; and

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

Section 1. The Village Manager is authorized to enter into an agreement with EnviroWaste Services Group, Inc. for Villagewide storm drain cleaning for Fiscal Year 2012-2013 in an amount not to exceed \$25,000.

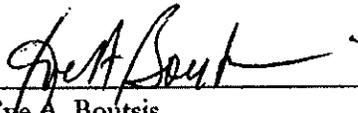
Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 3rd day of December, 2012.

Attest: 
Meghan J. Alexander
Village Clerk

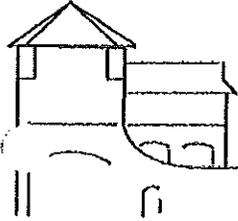

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


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

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk.	<u>YES</u>



MEMORANDUM

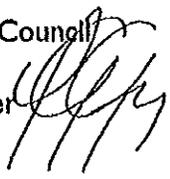


OFFICE OF THE VILLAGE MANAGER

Yocelyn Gallano Gomez, ICMA-CM
Village Manager

DATE: November 13, 2012

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Gallano Gomez, ICMA-CM, Village Manager 

RE: Envirowaste Services Group Agreement Extension

The current contract with Envirowaste Services Group, Inc. for the cleaning of catch basins, french drains and drainage outfalls expired on October 28, 2012. Envirowaste has agreed to extend the contract for another year at the current rates.

I hereby respectfully recommend that the Village Council adopt the attached resolution authorizing the Village Manager to extend the existing agreement with Envirowaste for another year commencing October 29, 2012 and expiring October 28, 2013.



Date: 9/26/12

Maritza Casada,
Administrative Assistant
Department of Public Works
Village of Pinecrest
11551 South Dixie Highway
Pinecrest, Fl. 33156

RE: Contract Extension

EnviroWaste Services Group, Inc. is very grateful for the work the continued business with the Village of Pinecrest. We've been working together for fourteen years now and look forward to future years. Nothing would please us more than to renew our contract with the Village of Pinecrest.

We would like to continue providing services to the Village through our current contract. The current contract expires on October 31, 2012. We are willing to honor our prices for a period of four(4) additional years. The prices are as follows:

Cleaning of Catch Basin	\$68.04 per inlet
Cleaning of French Drains	\$85.05 per inlet
Cleaning of Connecting Pipes	\$2.27 per linear foot
Cleaning of Outfalls	\$170.10 per Inlet
Cleaning of Manholes	\$113.40 per inlet

It has been a pleasure servicing the Village and look forward to many more years of service. I appreciate your time with this matter. If you have any questions, feel free to contact me at 305-637-9965.

Thank you,

Eduardo Barba

Digitally signed by Eduardo Barba
DN: cn=Eduardo Barba, o=EnviroWaste Services
Group, Inc., ou
email=eddy.barba@envirowasteg.com, c=US
Date: 2012.09.26 17:08:19 -0400

Eduardo Barba
President
Envirowaste Services Group, Inc.



Date: 11/26/13

Department of Public Works
Village of Palmetto Bay

EnviroWaste Services Group, Inc agrees to allow the Village of Palmetto Bay to use the Village of Virginia Gardens agreement for storm drain maintenance executed on October 15, 2013 for the same agreed period and unit prices.

EnviroWaste Services Group, Inc. will honor the prices, conditions, and terms set forth in the Village of Virginia Gardens contract for drainage cleaning services.

The prices are as follow:

Cleaning of Catch Basins	\$68.04 per inlet
Cleaning of French Drains	\$85.05 per inlet
Cleaning of Connecting Pipes	\$2.27 per linear foot
Cleaning of Outfalls	\$170.10 per inlet
Cleaning of Manholes	\$113.40 per inlet

If you have any questions or concerns please feel free to contact us at 305-637-9665.

A handwritten signature in black ink, appearing to read 'Eddy Barba', is written over a horizontal line.

Eddy Barba, CGC 152087
President
EnviroWaste Services Group, Inc.

Headquarters: 4 SE 1st Street, 2nd Floor, Miami, FL 33131 * (877) 637-9665 * F (305) 637-9659
Offices: Miami, FL * Orlando, FL * Dallas, TX * Houston, TX
www.envirowastesg.com * email: info@envirowastesg.com

VENDOR SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2013, between the Village of Palmetto Bay, Florida, a municipal corporation located at 9705 E Hibiscus Street, Palmetto Bay, FL 33157, and EnviroWaste Services Group, Inc. as Vendor, whose address is 4 SE 1 Street, Miami, FL 33131.

RECITALS:

WHEREAS, the Village Manager is responsible for contracting; and,

WHEREAS, Vendor is amenable to providing services; and,

WHEREAS, the Village Manager consents, after council approval to the use of Vendor for services, subject to the terms and conditions set forth in this Agreement.

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. The above whereas clauses are incorporated and made a part of this contract. Village Manager and Vendor agree, to the use of Vendor's services and the scope of duties shall be as set forth in the attached Exhibit "A". The Vendor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, equipment, machinery and services for the proper drain cleaning services. Prior to the commencement of any work, the Vendor shall be responsible for investigating the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Vendor shall further acknowledge that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this document and subsequent contract, or any other information made available to them prior to receipt of bids. Any failure by the Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by the Village.

2. Vendor shall be entitled to a Vendor fee for services rendered as delineated in Exhibit "A."

3. This Agreement may be terminated for convenience of either the Village, or by Vendor, by giving written notice to the other party(ies) of such termination, which shall become effective 30 days following receipt by the other party of the written termination notice.

4. In the event of such termination for convenience of either party, the Vendor shall be paid a sum equal to all payments due to him up to the date of termination of this Agreement, provided Vendor is continuing to provide all services pursuant to the Agreement up to the date of termination.

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

6. The contractor 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 contractor 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 contractor to the Village.

7. During the term of this Agreement, the parties agree and acknowledge that Vendor shall be acting under the direction and control of the Village Manager. Accordingly, during the term of this Agreement, the Village agrees to indemnify, defend, and hold harmless the Vendor, and its officers, employees, and agents from and against any and all actions, claims, liabilities, losses, and expenses, including but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the Vendor in connection with the Vendor's performance of services pursuant to the Agreement, and/or otherwise pursuant to Vendor's duties and/or other acts while performing services.

8. 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 contractor 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.

To Village: Ron E. Williams, Village Manager
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

And

Village: John R. Herin Jr., counsel for Village
401 East Las Olas Blvd., Suite 1000

P.O. Box 2328 (33303-9998)
Fort Lauderdale, FL 33301
(954) 761-8111

To Vendor: EnviroWaste Services Group, Inc.
4 SE 1 Street
Miami, FL 33131

11. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

It is further agreed that this Agreement may be altered, extended and amended only upon the written consent of both parties and Vendor hereto, provided any amendment as to price complies with the Village Charter and Code of Ordinances.

12. BY ENTERING INTO THIS AGREEMENT, VILLAGE AND VENDOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

13. 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.

14. 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.

15. 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.

16. Vendor shall warrant the workmanship, installation, and materials for one year subsequent to installation.

If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Vendor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Vendor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

17. The Village shall make payment to Vendor 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 Florida Statutes Section 218.74. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

18. The Vendor, Subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

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

20. Insurance. The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Vendor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Vendor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Vendor or Subcontractors. The Vendor shall not commence work under this contract until it has obtained all insurance required by the Village. The Vendor 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 Vendor, or the Vendor's Subcontractors, suppliers and laborers incident to the performance of the Vendor's services under this contract. The Vendor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence. The Vendor shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein.

B. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

C. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

D. All of the 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.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph 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 Vendor of its liability and obligations under this contract.

21. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Vendor agrees it Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Vendor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Vendor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

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

23. 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 contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions. he right to access and examination of records in section shall continue until disposition of any mediation, claims, litigation or appeals.

25. 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. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents

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

Vendor

By: _____
Ron E. Williams,
Village Manager

By: _____
B. Rafael Barba,
President

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Alexander

VILLAGE ATTORNEY

By: _____
John R. Herin Jr.