



To: The Honorable Mayor and Village Council

Date: May 24, 2013

From: Ron E. Williams, Village Manager

Re: GIS Services Contract
RFP-2013-PZ-02

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING AND RFP-2013-PZ-02; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR PROFESSIONAL GEOGRAPHIC INFORMATION SYSTEM SERVICES BETWEEN THE VILLAGE OF PALMETTO BAY AND ROSS GIS CONSULTING, INC.,; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

In 2008, under Village Resolution 08-74, the Village contracted for GIS services, which contract shall expire in July of 2013. In an effort to procure professional geographic information services (GIS) for the Village, the Village issued RFP-2013-PZ-02, in accordance with established ordinances and guidelines, in order to solicit the most responsive and cost-effective qualified proposer to provide the services delineated in the request for proposal. The selection committee unanimously ranked Ross GIS Consulting, Inc., as the most responsive and cost-effective proposed vendor.

On May 6, 2013, the Village Manager was authorized by the Mayor and Village Council to enter into negotiations with Ross GIS Consulting, Inc., as the most responsive proposer; and contingent upon successful negotiations, bring the item back before Council for formal review and ratification of the contract for services.

The Village's GIS program has become an essential tool in performing land use analysis, maintenance of public infrastructure inventory, and the development of informative maps and hearing documents in support of various Village functions. The GIS database includes 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. This evolving database and analysis tool requires ongoing development and maintenance to ensure the integrity of existing information and to allow for the continued use of the tool in the future as it relates to the Village's analysis capabilities.

FISCAL/BUDGETARY IMPACT:

The proposal provides for a minimum monthly service charge of \$850 which includes the first 10 hours of services provided. Every hour thereafter is charged at \$85 an hour. Annual budgeting for the service is set at \$12,000 annually. For the first half of FY 2012-2013, \$4,500 has been charged and paid from the GIS account. Total expenditures FY 2011-2012 were \$9,675.

RECOMMENDATION:

Approval of this item is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING AND RFP-2013-PZ-02; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR PROFESSIONAL GEOGRAPHIC INFORMATION SYSTEM SERVICES BETWEEN THE VILLAGE OF PALMETTO BAY AND ROSS GIS CONSULTING, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ongoing development of the Village's geographic information system (GIS) created the capability for the Village to conduct geographic analysis and to produce 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, the current independent contractor agreement for GIS services shall expire in July of 2013; and,

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

WHEREAS, in an effort to procure these services, the Village issued RFP-2013-PZ-02 in accordance with established procurement guidelines and procedures; and,

WHEREAS, the Village desires to select the most responsive and cost-effective qualified proposer to provide services as delineated in the request for proposal; and,

WHEREAS, the selection committee unanimously ranked Ross GIS Consulting, Inc., as the most responsive and cost-effective qualified proposer; and,

WHEREAS, On May 6, 2013, the Mayor and Village Council approved the selection of Ross GIS Consulting, Inc., as the most responsive proposer and authorized the Village Manager to begin negotiations with Ross GIS Consulting, Inc., in order to come back to the Village Council with a negotiated draft contract for review and approval; and,

WHEREAS, the Village Manager and Ross GIS Consulting, Inc., have completed those negotiations and the contract is now being brought back to the Mayor and Village Council for approval; and,

WHEREAS, the Mayor and Village Council desire to approve the contract with Ross GIS Consulting, Inc.

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

Section 1. The Village of Palmetto Bay Mayor and Council hereby approves the contract between the Village and Ross GIS Consulting, Inc., to provide professional geographic information system services pursuant to RFP No. 2013-PZ-02. A copy of the contract is attached hereto as Exhibit A.

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

PASSED AND ADOPTED this _____ day of June, 2013.

Attest: _____
Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis
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 _____

**CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY
AND ROSS GIS CONSULTING, INC.**

This contract is made and entered into this _____ day of July, 2013, between the Village of Palmetto Bay (Village), a Florida municipal corporation, located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 and Ross GIS Consulting, Inc (Consultant), a Florida corporation, located at 13615 S Dixie Highway, Suite 114 PMB 423, Miami, Florida 33176.

WITNESSETH:

WHEREAS, the Village conducted a competitive process in accordance with its procurement procedures to solicit interest among individuals and/or firms to provide Professional Geographic Information System Services through a Request for Proposals (RFP) on March 1, 2013; and,

WHEREAS, Ross GIS Consulting, Inc., was found to be the most responsive proposer; and,

WHEREAS, Ross GIS Consulting, Inc., was selected by the Village Council provide Professional Geographic Information System Services to the Village; and,

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform Professional Geographic Information System 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. SCOPE OF WORK

- 2.1 There are two (2) components to the scope of work to be provided by the successful Proposer. They are as follows:
- 2.2 Ongoing maintenance services.
- 2.2.1 Upgrades to the ArcGIS Server Application.
 - 2.2.2 Regular maintenance and updates to the GIS database and software.
 - 2.2.3 Create custom maps when requested by Village staff.
 - 2.2.4 Weekly updates to the system using Miami-Dade County property appraiser records.
 - 2.2.5 Updates to water and sewer data as needed using Miami-Dade GIS data.
 - 2.2.6 Update Village storm drainage inventory data using as-built drawings of newly installed systems.
 - 2.2.7 Generation of mailing labels upon request of Village staff.
 - 2.2.8 Ad-hoc generation of maps, updating of mapping templates, printing and laminating of atlases upon request of Village staff.
- 2.3 GIS development services.
- 2.3.1 Creation/maintenance of ArcGIS server web application which contains all the capabilities of the current ArcIMS application as listed in Section 2.01. The Consultant shall also provide an interface to Village historical zoning documents.
 - 2.3.2 Development and planning of GIS projects (street tree, sidewalk, roadway, and traffic calming devices, etc.) based on the future needs of Village departments, as may be identified throughout the fiscal year by the Village and subject to funding availability.

Village

MR

Consultant

- 2.3.3 Preparation of recommendations to the Village of additional software and hardware requirements. Staff training for new applications.
- 2.3.4 The Consultant shall at its own expense obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that apply to the services and contract herein.
- 2.3.5 Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract and comply with the Village's Shannon Melendi Act requirements.
- 2.3.6 Consultant shall not delegate or subcontract responsibilities under this agreement without prior written authorization by the Village Manager.
- 2.3.7 Consultant warrants that no contingency fees has been paid, nor any violation of the Ethics Code and Conflict of Interest requirements of the Village has occurred in contracting.

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 (2) 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.

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 Ongoing Monthly Maintenance Fee. The ongoing monthly maintenance fee shall be \$850 and shall include up to 10 hours per month of services provided. Any work performed beyond 10 hours in a month will be billed at an hourly rate of \$85. This rate shall stand for the life of the contract and any subsequent contract renewal.

4.2 GIS Development Services.

4.2.1 Install/upgrade the Village's current ArcGIS Server website to ArcGIS Server 10.1, and create a new ArcGIS web server application. This service shall be part of the ongoing maintenance fee schedule at 4.1 above.

4.2.2 All other development services including large data creation projects will either be billed at \$85 an hour or on a negotiated basis per project.

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 subconsultants shall be subject to each provision of the contract and the Consultant shall be responsible and indemnify the Village for all subconsultants' 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 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 30 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 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, subconsultants, suppliers and laborers are prohibited from placing a lien on Village's property.

13. INDEPENDENT CONSULTANT

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

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.

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
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
Attention: Village Manager

To the Consultant: Ross GIS Consulting, Inc.
13615 S Dixie Highway
Suite 114 PMB 423
Miami, Florida 33176
Attention: Matthew Ross

20. EXAMINATION AND RETENTION OF CONSULTANT'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.

Village

Consultant

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.

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 not be construed against either party by reason of drafting or negotiating this agreement.

27. INSURANCE

27.1 The Consultant shall furnish to the Village certificates of insurance evidencing the insurance coverage required under this agreement. The required certificates of insurance shall name the type of policy provided and shall list the Village as an additional insured, refer specifically to this agreement, and underlying RFP, and state that such insurance is as required by this agreement. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Village's Risk Manager prior to the commencement of this Agreement. The required insurance coverage is not to cease and is to remain in full force throughout the Term of this Agreement. All policies must be endorsed to provide Village with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the

date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.

27.2 Consultant shall name the Village (and others) as an additional insured on each of the policies required herein. Consultant shall provide Worker's Compensation Insurance. Throughout the term of the contract the Consultant agrees to maintain in force at their own expense insurance as follows:

Comprehensive General and Auto Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability. As to vehicles it should cover owned, hired and non-owned vehicles.

- A. Bodily Injury/Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000
- B. Personal Injury
 - 1. Annual Aggregate \$1,000,000

27.3 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory but to be provided.
- B. Employer's Liability
 - \$100,000 each accident
 - \$500,000 Disease-policy limit
 - \$100,000 Disease-employee

If Consultant claims to be exempt from this requirement, Consultant shall provide Village proof of such exemption along with a written request for Village to exempt Consultant, written on Consultant letterhead.

[Signature Page to follow].

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: Matthew M Ross
Matthew Ross
Ross GIS Consulting, Inc.

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader,
Village Clerk

Approved as to form:

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



To: The Honorable Mayor and Village Council

Date: May 24, 2013

From: Ron E. Williams, Village Manager
for *yc*

Re: Special Master Services
 RFQ-2013-PZ-01

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING AND RFQ-2013-PZ-01; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY AND RICHARD L. DOODY, ESQ., PA, FOR SPECIAL MASTER SERVICES; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

In an effort to procure special master services for the Village, the Village issued RFQ-2013-PZ-01 in accordance with established ordinances and guidelines in order to solicit the most responsive and cost-effective qualified proposer to provide the services delineated in the request for qualifications. The current contract was awarded in July of 2009, via Resolution 09-57, and is scheduled to expire in July of this year. On May 6, 2013, the Village Manager was authorized by the Mayor and Village Council to enter into negotiations with Richard L. Doody, Esq., PA., as the most responsive and cost effective proposer; and contingent upon successful negotiations, was directed to bring the services contract back to the Village Council for formal review and approval. No other vendor submitted a proposal.

Pursuant to the powers granted by the Florida Constitution and applicable sections of Chapters 162 and 166 of the Florida Statutes, the Mayor and Village Council adopted Ordinance No. 03-08 on June 2, 2003, creating Article VII, Sections 2-204 through 2-300 entitled, "Code Compliance Procedures." According to the rules and procedures set forth therein, the Mayor and Council have the power to appoint a Special Master to hear code compliance matters, provided, however, that certain qualifications are met.

FISCAL/BUDGETARY IMPACT:

The hourly rate for special master services is capped by ordinance at \$100. Annual funding for the program is \$9,000. Special Master charges to the Village and the Administrative fees (hearing associated costs) collected by the Village for FY 2012-13 (October 2012 through March 2013) and for FY 2011-2012 are as follows:

| | FY 2012-2013 (Oct 12' - Mar 13') | FY 2011-2012 |
|-----------------------------|-------------------------------------|--------------|
| SM Charges Paid by Village | \$3,250 | \$7,375 |
| Hearing Cost Fees Collected | \$4,275 | \$5,850 |
| | | |

RECOMMENDATION:

Approval of this item is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING AND RFQ-2013-PZ-01; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY AND RICHARD L. DOODY, ESQ., PA, FOR SPECIAL MASTER SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the powers granted by the Florida Constitution, and applicable sections of Chapters 162 and 166 of the Florida Statutes, the Mayor and Council adopted Ordinance No. 03-08 on June 2, 2003, creating Article VII, Sections 2-204 through 2-300 entitled, "Code Compliance Procedures"; and,

WHEREAS, the Village requires the assistance of a qualified vendor to implement the "Code Compliance Special Master Services" program to ensure proper municipal adjudication of Village code compliance cases; and,

WHEREAS, according to the rules and procedures set forth in Section 2-204 of the Village's Code, the Mayor and Council have the power to appoint a Special Master provided that certain qualifications are met; and,

WHEREAS, previously the Village issued a Request for Qualifications for Special Master services, and issued a contract award in July of 2009 via Resolution 09-57; and,

WHEREAS, the Special Master Contract is scheduled to expire in July of 2013; and,

WHEREAS, in an effort to once again obtain qualified special master services, the Village issued RFQ-2013-PZ-01, in accordance with established guidelines; and,

WHEREAS, the Village desires to select the most responsive and cost-effective qualified proposer to provide services as delineated in the request for qualifications; and,

WHEREAS, Richard L. Doody, Esq., PA, was determined to be the most responsive and cost-effective proposed vendor; and,

WHEREAS, on May 6, 2013, the Mayor and Village Council approved the selection of Richard L. Doody, Esq., PA, as the most responsive proposer and authorized the Village Manager to begin negotiations with Mr. Doody so as to present a finalized contract to the Village Council at an upcoming meeting; and,

WHEREAS, the Village Manager and Richard L. Doody, Esq., PA, have completed those negotiations and the contract is now being brought back to the Mayor and Village Council for approval; and,

WHEREAS, the Mayor and Village Council desire to approve the contract between the Village and Richard L. Doody, Esq., PA.

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

Section 1. The Village of Palmetto Bay Mayor and Council hereby approves the contract between the Richard L. Doody, Esq., PA, to provide special master services pursuant to RFQ No. 2013-PZ-01. A copy of the contract is attached hereto as Exhibit A.

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

PASSED AND ADOPTED this _____ day of June, 2013.

Attest: _____
Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis
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 _____

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

This contract is made and entered into this ____ day of July, 2013, between the Village of Palmetto Bay (Village), a Florida municipal corporation, located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 and Mr. Richard L. Doody, Esq., individually, located at the Law Offices Richard L. Doody, Esq., P.A., 800 East Broward Boulevard, Suite 710, Cumberland Building, Fort Lauderdale, Florida 33301 (Contractor).

WITNESSETH:

WHEREAS, the Village issued a Request for Qualifications (RFQ) for Special Master Services and the Contractor is the sole bidder and qualified candidate to provide services; and,

WHEREAS, Mr. Doody was selected by the Village Council to be the Special Master for the Village; and,

WHEREAS, the Village desires to engage and retain the services of the Contractor to perform Special Master Services as described in this contract and the Contractor 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 Contractor may be reappointed for two (2) 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.

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 Contractor \$100.00 per hour as provided in the RFQ, which is attached as Exhibit 1. The parties agree that the Contractor shall be entitled to a minimum of three billable hours in any month in which the Contractor is required to attend at least one hearing, meeting, or preceding as part of Contractor'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

Village

R2

Contractor

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

5.2 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.

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 Contractor'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 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 Contractor 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 Contractor is unable to complete the services identified in paragraph 2.1 due to causes beyond the Contractor's control.

7.4 The Village shall have no liability to the Contractor 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 Contractor provide the Village with written notice of cancellation of contract, the Contractor 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 Contractor's services are delayed by the Village for more than 30 consecutive days, the Contractor may terminate this contract by giving not less than 10 days written notice.

8.2 The liability of the Village upon termination by the Contractor 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 Contractor to the time of termination by the Contractor. 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 Contractor. The Contractor 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 Contractor 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 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

12. LIENS

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

13. INDEPENDENT CONTRACTOR

13.1 The Contractor 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.

14. INDEMNIFICATION

14.1 The Contractor 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 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.

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
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
Attention: Village Manager

To the Contractor: 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 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.

Village


Contractor

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

Contractor

By: _____
Ron E. Williams,
Village Manager

By: Richard L. Doody
Richard L. Doody, Esq.

Richard L. Doody Esq. P.A.

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader,
Village Clerk

Approved as to form:

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

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 \$21,635.89; 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 23, 2013, in the amount of \$21,635.89; 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 \$21,635.89, 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, 2013.

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

1 FINAL VOTE AT ADOPTION:
2
3 Council Member Patrick Fiore _____
4
5 Council Member Tim Schaffer _____
6
7 Council Member Joan Lindsay _____
8
9 Vice-Mayor John DuBois _____
10
11 Mayor Shelley Stanczyk _____
12
13

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 23, 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 May 23, 2013 in the amount of \$21,635.89. 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. 20545 dated 5/23/13</i> | Prof'l Services | \$ | 10,489.50 |
| | | Disbursements | | 1,163.34 |
| | | Total Due | | 11,652.64 |
| | Total | | \$ | 11,652.64 |
| Please deduct from Village Attorney Account No. 5143140, Code Enforcement. | | | | |
| 0293-002 | <i>Zoning Application</i> <i>Invoice No.20546 dated 5/23/13</i> | Prof'l Services | \$ | 3,163.50 |
| | | Disbursements | | 63.27 |
| | | Total Due | | 3,226.77 |
| | Total | | \$ | 3,226.77 |
| 0293-004 | <i>Code Enforcement</i> <i>Invoice No. 20547 dated 5/23/13</i> | Prof'l Services | \$ | 425.50 |
| | | Disbursements | | 8.51 |
| | | Total Due | | 434.01 |

| | | | | |
|----------|---|------------------|----|------------------|
| 0293-027 | <i>Palmer Trinity vs. VPB</i> <i>Invoice No. 20548 dated 5/23/13</i> | Prof'l Services | \$ | 3,368.00 |
| | | Disbursements | | 67.36 |
| | | Total Due | | 3,435.36 |
| 0293-060 | <i>Shores of Palmetto Bay vs. VPB</i> <i>Invoice No. 20549 dated 5/23/13</i> | Prof'l Services | \$ | 2,830.50 |
| | | Disbursements | | 56.61 |
| | | Total Due | | 2,887.11 |
| | Grand Total | | \$ | 21,635.89 |

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 23, 2013
 Matter ID: 0293-001
 General Municipal-VPB
 Invoice Number 20545

| | | | Hours | Amount |
|-----------|-----|---|-------|--------|
| 4/29/2013 | EAB | Research on chapter 790, F.S. as it relates to guns and safety. | 0.30 | 55.50 |
| 4/29/2013 | EAB | Attention to swale definition and meeting with Mr. Darby Delsalle regarding further revisions to driveway ordinance requested by CP Tim Schaffer. | 0.20 | 37.00 |
| 4/29/2013 | EAB | Attention to EQCB ruling on Pinecrest relating to water extension request by the Village. | 0.30 | 55.50 |
| 4/30/2013 | EAB | Telephone conference with Mr. Ed Silva regarding new downtown committee and sunshine; researched AGOs, County Ethics Code, and telephone conference with Mrs. Victoria Frigo at MDCCEPT; and provided update to Mr. Ron Williams and Mr. Silva. | 1.00 | 185.00 |
| 4/30/2013 | EAB | Attention to Water and Sewer regulations and procedures; telephone conference with Ms. Corrice Patterson; telephone conference with Mr. Williams; telephone conference with Mr. Delsalle; and telephone conference with Ms. Adriana Lamar at MDC. | 0.70 | 129.50 |
| 4/30/2013 | EAB | Communications with Mr. Gerry Greenberg and attention to Quality Paving matter. | 0.10 | 18.50 |
| 4/30/2013 | EAB | Telephone conference with Mr. Rashidi Istambouli of DERM on water and sewer connections. | 0.20 | 37.00 |
| 4/30/2013 | EAB | Drafted Sunshine and Public Records Task Force memorandum and explanation provision for Task Force. | 1.80 | 333.00 |
| 4/30/2013 | EAB | Follow up with Mr. Rashid Istambouli and Craig Grossenbacher. | 0.20 | 37.00 |
| 4/30/2013 | EAB | Telephone conference with Mrs. Fanny Carmona-Gonzalez and Mr. Delsalle regarding PBP. | 0.30 | 55.50 |
| 5/1/2013 | EAB | Communications with Ms. Carmona-Gonzalez regarding landscaping contract. | 0.20 | 37.00 |
| 5/1/2013 | EAB | Attention to various FPL filings. | 0.10 | 18.50 |
| 5/1/2013 | EAB | Follow up on safety manual issue with Ms. Olga Cadaval; and | 0.10 | 18.50 |

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.

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| | | | | |
|----------|-----|---|------|--------|
| | | began research relating to same. | | |
| 5/1/2013 | EAB | Telephone conference with Mr. Istambouli; and communications with CP Patrick Fiore, Mr. Delsalle, Ms. Patterson, and Mr. Williams. | 0.40 | 74.00 |
| 5/1/2013 | EAB | Attended Task Force meeting to provide direction on sunshine and public records; discussion with Mr. Williams; meeting with Mrs. Meighan Alexander regarding municode updates and edits/errata; and attention to execution of resolutions. | 2.00 | 370.00 |
| 5/1/2013 | EAB | Communications with Mr. Heredia regarding fire station; communications with Mr. Williams; coordinated COW presentation by Mr. Heredia and County; and communication with Mr. Scott Silver regarding same. | 0.20 | 37.00 |
| 5/1/2013 | EAB | Attention to Piersol communication and communications with Public Works regarding same. | 0.10 | 18.50 |
| 5/1/2013 | EAB | Analyzed Letter by the Ausley & McMullen law firm regarding Vivint, Inc; and analyzed caselaw on solicitation and peddling. | 1.50 | 277.50 |
| 5/2/2013 | EAB | Completed analysis of research relating to peddlers; attention to County, Village and other codes relating to same; prepared ordinance on same to repeal current code provision; and communications with PD and Code Compliance to provide a new provision and comments relating to same for discussion at an upcoming COW. | 1.60 | 296.00 |
| 5/2/2013 | EAB | Communications with Ms. Carmen T. Garcia, Administrative Secretary to Dept. of Regulatory and Economic Resources; and communication with staff and CP Fiore regarding same. | 0.10 | 18.50 |
| 5/2/2013 | EAB | Telephone conference with Ms. Irma Cohen of the Florida League regarding close out of claim. | 0.20 | 37.00 |
| 5/2/2013 | EAB | Communications with Mr. Heredia; and pulled files and reviewed same as to GU use, VMU zoning, covenants, correspondence, relating to upcoming COW item and history over past 8 years of fire station location. | 1.00 | 185.00 |
| 5/2/2013 | EAB | Telephone conference with Mayor Shelley Stanczyk. | 0.30 | 55.50 |
| 5/2/2013 | EAB | Follow up with DERM and CP Fiore regarding process on water and sewer. | 0.20 | 37.00 |
| 5/2/2013 | EAB | Attention to Piersol email and bid protest procedures; provided direction to Mr. Williams regarding same. | 0.30 | 55.50 |
| 5/3/2013 | EAB | Attention to weapons in Village hall item with HR. | 0.20 | 37.00 |
| 5/3/2013 | EAB | Communications and telephone conference with Mr. Delsalle regarding Fire Station. | 0.40 | 74.00 |
| 5/3/2013 | EAB | Communications with Mr. Silver regarding fire station and procedures. | 0.40 | 74.00 |
| 5/3/2013 | EAB | Attention to communications by Ms. Victoria Frigo, of MDCCEPT | 0.80 | 148.00 |

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relating to no conflict letters relating to Task Force participation and results relating to same.

| | | | | |
|-----------|-----|---|------|--------|
| 5/6/2013 | EAB | Telephone conference with Mayor Stanczyk. | 0.20 | 37.00 |
| 5/6/2013 | EAB | Telephone conference with CP Fiore. | 0.20 | 37.00 |
| 5/6/2013 | EAB | Telephone conference with Mr. Williams. | 0.30 | 55.50 |
| 5/6/2013 | EAB | Telephone conference with CP Joan Lindsay. | 0.20 | 37.00 |
| 5/6/2013 | EAB | Attended council meeting. | 2.50 | 462.50 |
| 5/7/2013 | EAB | Telephone conference with VM John DuBois; telephone conference with Mrs. Alexander; analyzed county code and Basin C plans; and drafted resolution per direction of the council; researched chapter 24 and exemptions relating to same; and communication with VM DuBois regarding same; revisions to draft with staff. | 1.00 | 185.00 |
| 5/7/2013 | EAB | Telephone conference with Mr. Silva and drafted notice to proceed. | 0.40 | 74.00 |
| 5/7/2013 | EAB | Attention to SEC allegations as it related to Harrisburg PA. | 0.40 | 74.00 |
| 5/7/2013 | EAB | Revised PBP resolution per action of council. | 0.20 | 37.00 |
| 5/7/2013 | EAB | Attention to draft revisions to personnel policy with HR; provided comments. | 0.20 | 37.00 |
| 5/7/2013 | EAB | Conducted research relating to variances, nonconforming uses and "running with the land;" and provided direction to P&Z. | 2.00 | 370.00 |
| 5/7/2013 | EAB | Telephone conference with CP Fiore. | 0.10 | 18.50 |
| 5/7/2013 | EAB | Attention to the various witness lists and filing in FPL matter by County, City of Miami, Coral Gables and Pinecrest. | 0.20 | 37.00 |
| 5/8/2013 | EAB | Telephone conference with Mr. Williams relating to after action items and pending items. | 0.20 | 37.00 |
| 5/8/2013 | EAB | Communications with Mrs. Alexander and revised resolution relating to water and sewer. | 0.20 | 37.00 |
| 5/8/2013 | EAB | Telephone conference with Mr. Delsalle and communications with Mrs. Alexander regarding special council meeting items. | 0.20 | 37.00 |
| 5/8/2013 | EAB | Follow up on Fire Station and Communications with Mr. Silver. | 0.20 | 37.00 |
| 5/8/2013 | EAB | Research on chapter 112, Florida Statutes; communications with FCE, FB, and MDCCEPT. | 3.50 | 647.50 |
| 5/9/2013 | EAB | Attention to Eric Bustillo RDUSSEC. | 1.00 | 185.00 |
| 5/10/2013 | EAB | Reviewed and revised GIS, and Special Master resolutions and memoranda; and reviewed and revised driveway ordinance and memorandum. | 2.00 | 370.00 |
| 5/10/2013 | EAB | Telephone conference with Mayor Stanczyk. | 0.40 | 74.00 |
| 5/10/2013 | EAB | Communications with Mr. Craig Leen, Coral Gables City Attorney. | 0.20 | 37.00 |

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|-----------|-----|--|------|--------|
| 5/10/2013 | EAB | Attention to communications by Mr. David Singer. | 1.00 | 185.00 |
| 5/12/2013 | EAB | Communication with Mr. Bustillo. | 0.60 | 111.00 |
| 5/12/2013 | EAB | Reviewed and revised proposed special master contract. | 0.50 | 92.50 |
| 5/12/2013 | EAB | Attention to upcoming agenda items; and communications with Mr. Heredia regarding upcoming COW. | 0.20 | 37.00 |
| 5/13/2013 | EAB | Telephone conference with Mrs. Carmona-Gonzalez on pending park easement - Thalatta; and attention to landscaping contract termination. | 0.40 | 74.00 |
| 5/13/2013 | EAB | Attention to Green Corridor; and telephone conference with Mayor Stanczyk regarding same. | 1.00 | 185.00 |
| 5/13/2013 | EAB | Revised lawn maintenance services RFQ. | 0.30 | 55.50 |
| 5/13/2013 | EAB | Finalized GIS contract. | 0.50 | 92.50 |
| 5/13/2013 | EAB | Attended town hall budget meeting. | 0.60 | 111.00 |
| 5/14/2013 | EAB | Attention to special council meeting - agenda items and finalizing same and upcoming June agenda items with Mrs. Alexander and Mr. Delsalle; finalized Basin C resolution; and cover memorandum; and communications with VM DuBois regarding same. | 1.00 | 185.00 |
| 5/14/2013 | EAB | Telephone conference with Mrs. Frigo of the MDCCEPT relating to additional information relating to conflict of interest and Task Force; attention to issued informal opinion; and communications with the Task Force Membership regarding same. | 0.50 | 92.50 |
| 5/14/2013 | EAB | Telephone conference with Mrs. Carmona Gonzalez and Mr. Silva on procurement related inquiries. | 0.30 | 55.50 |
| 5/14/2013 | EAB | Conducted research as to public records inquiries. | 0.30 | 55.50 |
| 5/15/2013 | EAB | Attention to additional edits to driveway ordinance proposed by CP Schaffer. | 0.20 | 37.00 |
| 5/15/2013 | EAB | Follow up on Fire Station and CP with Mr. Silver and Mr. Delsalle. | 0.10 | 18.50 |
| 5/15/2013 | EAB | Attention to Task Force matter; communications with Mr. Ed Ludovici; and telephone conference with Mr. Silva. | 0.30 | 55.50 |
| 5/15/2013 | EAB | Telephone conference with Mr. Bustillo and communications with Mr. Williams and Mr. Desmond Chin. | 0.40 | 74.00 |
| 5/15/2013 | EAB | Revised AIPP resolution and memorandum. | 0.40 | 74.00 |
| 5/15/2013 | EAB | Telephone conference with Mr. Silver; telephone conference with Mr. Delsalle; and communications with both regarding Fire Station and PBVC. | 0.20 | 37.00 |
| 5/15/2013 | EAB | Telephone conference with Mr. Williams on pending items. | 0.20 | 37.00 |
| 5/15/2013 | EAB | Telephone conference with Mayor Stanczyk. | 0.10 | 18.50 |
| 5/15/2013 | EAB | Attention to FPL matter. | 0.10 | 18.50 |

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|-----------|-----|--|------|--------|
| 5/15/2013 | EAB | Analyzed prior EQCB rulings and back up on class extensions; researched application process; provided update to staff; and discussed coordinating GIS information and updates. | 1.00 | 185.00 |
| 5/15/2013 | EAB | Attention to NPO; meeting with Mr. Delsalle regarding same. | 1.50 | 277.50 |
| 5/15/2013 | EAB | Began drafting Village Attorney update. | 0.60 | 111.00 |
| 5/15/2013 | EAB | Attended COW meeting. | 1.50 | 277.50 |
| 5/16/2013 | EAB | Telephone conference with VM Dubols regarding resolution draft regarding Basin C; and revised resolution accordingly. | 0.10 | 18.50 |
| 5/16/2013 | EAB | Communications with Mr. Silver and Mr. Delsalle regarding working on Fire Station and CP Amendment item. | 0.10 | 18.50 |
| 5/16/2013 | EAB | Attention to human signage item. | 0.10 | 18.50 |
| 5/16/2013 | EAB | Attention to EQCB procedures, GIS; and communications with Ms. Cynthia Everette regarding Pinecrest request for same. | 0.10 | 18.50 |
| 5/16/2013 | EAB | Follow up with EQCB staff regarding Class Appeal process. | 0.10 | 18.50 |
| 5/17/2013 | EAB | Attention to appeal and communication with Ms. Velazquez regarding same. | 0.20 | 37.00 |
| 5/17/2013 | EAB | Attention to Singer public record request. | 0.30 | 55.50 |
| 5/17/2013 | EAB | Attention to "human" signage regulations and lawsuits. | 0.30 | 55.50 |
| 5/17/2013 | EAB | Attention to USDA and Fire Station. | 0.10 | 18.50 |
| 5/17/2013 | EAB | Telephone conference with Mr. Williams. | 0.20 | 37.00 |
| 5/17/2013 | EAB | Telephone conference with Mr. Delsalle regarding a text amendment. | 0.20 | 37.00 |
| 5/17/2013 | EAB | Attention to FPL interrogatories and communication with Council regarding same. | 0.10 | 18.50 |
| 5/17/2013 | EAB | Attention to Singer communications; and telephone conference with Mr. Manny Diaz. | 0.30 | 55.50 |
| 5/20/2013 | EAB | Attention to flurry of pleadings relating to FPL litigation; and communication with counsel for FPL. | 0.30 | 55.50 |
| 5/20/2013 | EAB | Telephone conference with CP Fiore. | 0.10 | 18.50 |
| 5/20/2013 | EAB | Telephone conference with Mayor Stanczyk. | 0.20 | 37.00 |
| 5/20/2013 | EAB | Attended agenda review. | 1.00 | 185.00 |
| 5/20/2013 | EAB | Telephone conference with Ms. Batista regarding close out of complaint. | 0.10 | 18.50 |
| 5/20/2013 | EAB | Telephone conference with Counsel for FPL regarding not actively participating in administrative action. | 0.20 | 37.00 |
| 5/20/2013 | EAB | Telephone conference with DERM regarding appeal requirements and also their need for sign off from the community. | 0.20 | 37.00 |

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.

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|-----------------------------|-----|--|------|-----------|
| 5/20/2013 | EAB | Telephone conference with Mayor Stanczyk on special council meeting agenda and EQCB appeal. | 0.10 | 18.50 |
| 5/20/2013 | EAB | Attended Special Council Meeting. | 1.30 | 240.50 |
| 5/21/2013 | EAB | Reviewed P&Z, Code Compliance, GIS, AIPP and Historic Preservation goals and objectives and provided comments. | 1.00 | 185.00 |
| 5/21/2013 | EAB | Attention to FPL litigation and schedule. | 0.20 | 37.00 |
| 5/21/2013 | EAB | Communications with Mr. Tom David. | 0.20 | 37.00 |
| 5/21/2013 | EAB | Telephone conference with Mr. Heredia for fire station. | 0.20 | 37.00 |
| 5/21/2013 | EAB | Telephone conference with CP Schaffer. | 0.20 | 37.00 |
| 5/21/2013 | EAB | Follow up on Mayor Stanczyk's varlance request. | 0.10 | 18.50 |
| 5/21/2013 | EAB | Telephone conference with Miami-Herald Reporter. | 0.30 | 55.50 |
| 5/21/2013 | EAB | Telephone conference with Mr. Williams on pending matters. | 0.30 | 55.50 |
| 5/21/2013 | EAB | Telephone conference with CP Schaffer. | 0.20 | 37.00 |
| 5/22/2013 | EAB | Revised and update Village Attorney update; and finalized resolutions. | 1.00 | 185.00 |
| 5/22/2013 | EAB | Communications with Ms. Patterson and Mr. Greenberg. | 0.10 | 18.50 |
| 5/22/2013 | EAB | Attention to FPL. | 0.20 | 37.00 |
| 5/22/2013 | EAB | Attention to GIS and other information relating to EQCB matter; and telephone conference with Mr. Williams regarding same. | 0.30 | 55.50 |
| 5/22/2013 | EAB | Telephone conference with Mrs. Alexander regarding pending public records requests. | 0.30 | 55.50 |
| 5/22/2013 | EAB | Communications with FPL and Council on withdrawal. | 0.10 | 18.50 |
| 5/22/2013 | EAB | Communications with WASD and DERM on EQCB and notice. | 0.10 | 18.50 |
| 5/22/2013 | EAB | Conference call with Mrs. Alexander and Mr. Williams- WASD and EQCB matter. | 0.20 | 37.00 |
| 5/22/2013 | EAB | Telephone conference with CP Fiore. | 0.20 | 37.00 |
| 5/23/2013 | EAB | Finalized resolutions enacted with Mrs. Alexander and attention to new business items and public records request. | 0.50 | 92.50 |
| 5/23/2013 | EAB | Attention to FPL. | 0.10 | 18.50 |
| 5/23/2013 | EAB | Communications with Council regarding EQCB. | 0.10 | 18.50 |
| 5/23/2013 | EAB | Attention to Mr. David Singer's public records requests and email communications relating to same. | 0.30 | 55.50 |
| Total Professional Services | | | | 10,489.50 |

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

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|-----------|-------------------------------|--------|
| 5/23/2013 | Disbursements incurred - 2.0% | 209.79 |
|-----------|-------------------------------|--------|

Payments and Credits

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|-----------|------------------|-----------|
| 5/14/2013 | Check No.: 17222 | 12,798.95 |
|-----------|------------------|-----------|

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| Sub-total Payments: | <u>12,798.95</u> |
|---------------------|------------------|

| | |
|---------------------------|-----------|
| For Professional Services | 10,489.50 |
|---------------------------|-----------|

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|----------------------------|----------|
| For Disbursements Incurred | 1,163.34 |
|----------------------------|----------|

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|------------------|------------------|
| Current Balance: | <u>11,652.84</u> |
|------------------|------------------|

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|-------------------|-----------|
| Previous Balance: | 12,798.75 |
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| Payments - Thank you | 12,798.95 |
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| Total Due | <u>11,652.64</u> |
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To be properly credited, please indicate Invoice Number on your remittance check.

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 23, 2013
 Matter ID: 0293-002
 Zoning Applications
 Invoice Number 20546

| | | | Hours | Amount |
|-----------|-----|---|-------|--------|
| 4/29/2013 | EAB | Meeting with Mr. Darby Delsalle regarding South Motors application. | 0.20 | 37.00 |
| 4/29/2013 | EAB | Telephone conference with Mr. Delsalle regarding CIE/CIP advertising; update on CP Tim Schaffer request on driveway ordinances, to modify same; and update on pending items. | 0.20 | 37.00 |
| 4/30/2013 | EAB | Communication with Mr. Jerry Proctor - returned his call - Alexander Montessori; telephone conference with Mr. Proctor; and follow up with Mrs. Melghan Alexander. | 0.20 | 37.00 |
| 4/30/2013 | EAB | Seventh Day Adventists - P&Z analysis; and analyzed County zoning resolution. | 0.40 | 74.00 |
| 4/30/2013 | EAB | Research on RLUIPA/FRFA; communications with MDC Attorney Craig Collier; analyzed LDC; telephone conference with Mr. Delsalle; and reviewed resolutions, modifications, vested rights, rezoning, etc. relating to same. | 1.50 | 277.50 |
| 4/30/2013 | EAB | Telephone conference with Mr. Proctor. | 0.30 | 55.50 |
| 5/1/2013 | EAB | Alexander School - Communications with Mr. Proctor. | 0.10 | 18.50 |
| 5/1/2013 | EAB | Telephone conference with Mr. Delsalle regarding CP and BMW South Motors. | 2.00 | 370.00 |
| 5/2/2013 | EAB | Telephone conference with Mr. Delsalle regarding lobbying request of Mr. Tom David regarding lot coverage in E-1 District; and analyzed code relating to same. | 0.40 | 74.00 |
| 5/6/2013 | EAB | Telephone conference with Mrs. Alexander and Mr. Proctor regarding Alexander School. | 0.30 | 55.50 |
| 5/7/2013 | EAB | Alexander School: telephone conference with Mrs. Alexander; follow up with Mr. Delsalle; communications with Mr. Proctor regarding follow up questions for elections department; and telephone conference with Mr. Proctor. | 0.50 | 92.50 |
| 5/7/2013 | EAB | Telephone conference with Mr. Delsalle regarding BMW and | 0.20 | 37.00 |

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| pending items. | | | | |
|----------------|-----|---|------|--------|
| 5/10/2013 | EAB | Alexander School - communications with Mr. Proctor; communications with Mrs. Alexander; and follow up on same. | 0.40 | 74.00 |
| 5/13/2013 | EAB | Telephone conference with Mr. Delsalle regarding South Motors. | 0.40 | 74.00 |
| 5/13/2013 | EAB | Follow up with Mr. Simon Ferro on KLA declaration of restrictions. | 0.10 | 18.50 |
| 5/14/2013 | EAB | Alexander School - Follow up with Mr. Proctor; and attention to final ballot language and sign off in English and Spanish. | 0.30 | 55.50 |
| 5/15/2013 | EAB | Follow up with Mr. Proctor regarding Alexander School ballot finalization. | 0.10 | 18.50 |
| 5/15/2013 | EAB | Telephone conference with Mr. Perez; communications with Mr. Delsalle; and attention to CP amendments. | 0.30 | 55.50 |
| 5/15/2013 | EAB | Attention to BMW - South Motors; and meeting with Mr. Delsalle. | 1.00 | 185.00 |
| 5/16/2013 | EAB | Alexander School - Communications with Mrs. Alexander, Mr. Delsalle and Mr. Proctor regarding elections signage. | 0.10 | 18.50 |
| 5/16/2013 | EAB | Telephone conference with Mr. Ferro and Mr. Delsalle regarding both Infinity and BMW (both represented by Mr. Ferro); property record search; sunbiz searches; communications with Mr. Ferro; communications with CP Tim Schaffer; attention to charter amendment; and attention to CP. | 2.60 | 481.00 |
| 5/17/2013 | EAB | Alexander School - communications with Mr. Proctor and Mrs. Alexander regarding election notices. | 0.20 | 37.00 |
| 5/17/2013 | EAB | Communications with Mr. Perez and Communications with Mr. Ferro - BMW. | 0.20 | 37.00 |
| 5/19/2013 | EAB | Telephone conference with Mayor Stanczyk and telephone conference with Mr. Delsalle regarding pending zoning hearing items. | 0.30 | 55.50 |
| 5/20/2013 | EAB | Communication with Mr. Ferro - South Motors. | 0.20 | 37.00 |
| 5/20/2013 | EAB | Alexander School - Communications with Mrs. Alexander and Mr. Jerry Proctor. | 0.10 | 18.50 |
| 5/20/2013 | EAB | Telephone conference with CP Schaffer. | 0.20 | 37.00 |
| 5/20/2013 | EAB | Telephone conference with Mr. Ferro regarding South Motors Infiniti; telephone conference with Mr. Delsalle; and communication with council regarding deferral. | 0.30 | 55.50 |
| 5/20/2013 | EAB | Reviewed zoning agenda items. | 0.40 | 74.00 |
| 5/20/2013 | EAB | Alexander School - Communications with and telephone conference with Mr. Proctor on advertising. | 0.20 | 37.00 |
| 5/20/2013 | EAB | Attended Zoning Meeting. | 1.20 | 222.00 |
| 5/21/2013 | EAB | Drafted zoning resolutions reflective of action of council on 5/20/2013 hearing. | 2.00 | 370.00 |

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|-----------------------------|-----|---|----------|-------|
| 5/23/2013 | EAB | Telephone conference with Dan Kole attorney for First Citizens re: Sin final preparation of Homes' special assessment liens on 9335 S.W. 174th Street and 9395 S.W. 174th Street. | 0.20 | 37.00 |
| | | | | |
| Total Professional Services | | | 3,163.50 | |

| | | |
|-----------|-------------------------------|-------|
| 5/23/2013 | Disbursements incurred - 2.0% | 63.27 |
|-----------|-------------------------------|-------|

Payments and Credits

| | | |
|-----------|------------------|----------|
| 5/14/2013 | Check No.: 17222 | 3,358.86 |
|-----------|------------------|----------|

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| Sub-total Payments: | 3,358.86 |
|---------------------|----------|

| | |
|---------------------------|----------|
| For Professional Services | 3,163.50 |
|---------------------------|----------|

| | |
|----------------------------|-------|
| For Disbursements Incurred | 63.27 |
|----------------------------|-------|

| | |
|------------------|----------|
| Current Balance: | 3,226.77 |
|------------------|----------|

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|-------------------|----------|
| Previous Balance: | 3,358.86 |
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| | |
|----------------------|----------|
| Payments - Thank you | 3,358.86 |
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| | |
|------------------|-----------------|
| Total Due | 3,226.77 |
|------------------|-----------------|

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

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 23, 2013
 Matter ID: 0293-004
 Code Enforcement
 Invoice Number 20547

| | | | Hours | Amount |
|-----------|-------------------------------|--|-----------------------------|--------|
| 4/29/2013 | EAB | Communications with Ms. Donna Hurley relating to First American title and Claim of lien BK 25091, page 4117; and all attachments provided relating to same. | 0.30 | 55.50 |
| 4/30/2013 | EAB | Follow up with Ms. Hurley and release of liens. | 0.10 | 18.50 |
| 4/30/2013 | EAB | Attention to letter issued by Attorney Rivers re: Vivint, Inc; and communications with Commander Gregg Truitt, Mr. Ron Williams, Code Compliance regarding same. | 0.40 | 74.00 |
| 5/3/2013 | EAB | Telephone conference with Ms. Novak regarding public school and "noise"; directed to Village Attorney by Village; and telephone conference with Code Compliance. | 0.40 | 74.00 |
| 5/6/2013 | EAB | Attention to foreclosure filings and lien matters relating to same filings. | 0.10 | 18.50 |
| 5/6/2013 | EAB | Telephone conference with Mr. Darby Delsalle regarding abandoned property and guidance relating to same. | 0.20 | 37.00 |
| 5/7/2013 | EAB | Telephone conference with Ms. Nowak. | 0.20 | 37.00 |
| 5/17/2013 | EAB | Discussion with Mr. Delsalle and Ms. Vanessa Bencomo on pending code cases. | 0.20 | 37.00 |
| 5/21/2013 | EAB | Attention to surplus funds on foreclosure/lien matter. | 0.30 | 55.50 |
| 5/23/2013 | EAB | Attention to Chase Bank foreclosure/default against Village property owner and attention to Village's lien priority. | 0.10 | 18.50 |
| | | | | |
| | | | Total Professional Services | 425.50 |
| 5/23/2013 | Disbursements incurred - 2.0% | | 8.51 | |

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

| | | | |
|-----------|----------------------------|-----------------|----------------------|
| 5/14/2013 | Check No.: 17222 | 1,566.21 | |
| | Sub-total Payments: | <u>1,566.21</u> | |
| | For Professional Services | | 425.50 |
| | For Disbursements Incurred | | 8.51 |
| | Current Balance: | | <u>434.01</u> |
| | Previous Balance: | | 1,566.21 |
| | Payments - Thank you | | 1,566.21 |
| | Total Due | | <u>434.01</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.

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ATTORNEYS & COUNSELORS

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Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

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

May 23, 2013
 Matter ID: 0293-027
 Palmer Trinity Private School,
 Invoice Number 20548

| | | | Hours | Amount |
|----------|-----|---|-------|--------|
| 5/1/2013 | EAB | Communication with Mr. Stanley Price and Ms. Eileen Mehta. | 0.10 | 18.50 |
| 5/1/2013 | EAB | Attention to notice of cancellation of hearing; and communications with Mr. Jeffrey Hochman regarding same. | 0.10 | 18.50 |
| 5/2/2013 | EAB | Telephone conference with Mr. Tucker Gibbs; communications with Mr. Price; attention to and analyzed "3rd Complaint" regarding shade sessions and correlation to motion to compel in second lawsuit; communications with the Florida League of Cities and Mr. Hochman; and communications with Mr. Ron Williams and Village Council regarding same. | 2.30 | 425.50 |
| 5/2/2013 | EAB | Pulled cases cited in support of public records cited by Mr. Sean Cleary; and any progeny of same. | 0.20 | 37.00 |
| 5/2/2013 | EAB | Attention to declaration of restrictions - draft relating to same; and communications with Ms. Mehta regarding same - revisions. | 0.70 | 129.50 |
| 5/3/2013 | EAB | Communications with League and Mr. Hochman. | 0.20 | 37.00 |
| 5/3/2013 | EAB | Attention to mediation. | 0.20 | 37.00 |
| 5/3/2013 | EAB | Attention to discovery requests. | 0.30 | 55.50 |
| 5/3/2013 | EAB | Began review of declaration of restrictions as drafted by Ms. Mehta. | 1.00 | 185.00 |
| 5/6/2013 | EAB | Communications with Mr. Hochman. | 0.30 | 55.50 |
| 5/6/2013 | EAB | Communications with Mr. Cleary, Mr. Gibbs, and Mr. Hochman on coordinating settlement. | 0.20 | 37.00 |
| 5/7/2013 | EAB | Communications with Mr. Hochman on pending items and strategy; and attention to Mr. Cleary's public record request; and telephone conference with Mrs. Meighan Alexander regarding same. | 2.00 | 370.00 |
| 5/8/2013 | EAB | Drafted response to 9/14/2012 public record request of Mr. Cleary. | 0.30 | 55.50 |
| 5/9/2013 | EAB | Attention to communications by Mr. Cleary, Mr. Price, Mr. Ben Kuehne, Mr. Gibbs, and Mr. Hochman regarding mediation. | 0.40 | 74.00 |

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

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|-----------|-----|--|-----------------------------|----------|
| 5/12/2013 | EAB | Communications with Mr. Williams and Mr. Price. | 0.40 | 74.00 |
| 5/13/2013 | EAB | Attention to public records requests of Mr. Cleary and reviewed same from 2008 forward; drafted correspondence to Mr. Cleary; and attention to mediation letter. | 4.30 | 795.50 |
| 5/13/2013 | EAB | Telephone conference with Ms. Mehta. | 0.10 | 18.50 |
| 5/14/2013 | EAB | Follow up with Ms. Mehta; communications with Mr. Cleary; and finalized public record letter. | 0.30 | 55.50 |
| 5/14/2013 | EAB | Attention to redaction and privilege log creation. | 1.00 | 185.00 |
| 5/15/2013 | LCM | Bate stamped documents which are privileged and prepared privileged log. | 4.00 | 260.00 |
| 5/17/2013 | EAB | Follow up with Mr. Cleary. | 0.10 | 18.50 |
| 5/22/2013 | EAB | Telephone conference with Ms. Mehta and communications with Village Council regarding mediation. | 0.40 | 74.00 |
| 5/22/2013 | EAB | Telephone conference with Mr. Williams and communications with Mr. Hochman. | 0.20 | 37.00 |
| 5/22/2013 | EAB | Telephone conferences with Mr. Hochman; and communications with the Council Persons and Manager (back and forth). | 0.60 | 111.00 |
| 5/22/2013 | EAB | Continued communications with Council regarding settlement. | 0.20 | 37.00 |
| 5/23/2013 | EAB | Telephone conference with Mr. Gibbs. | 0.30 | 55.50 |
| 5/23/2013 | EAB | Communications with Mayor Stanczyk. | 0.20 | 37.00 |
| 5/23/2013 | EAB | Telephone conference with Ms. Mehta. | 0.20 | 37.00 |
| 5/23/2013 | EAB | Prepared letter to Mr. Cleary re: public records request. | 0.20 | 37.00 |
| | | | | 3,368.00 |
| | | | Total Professional Services | 3,368.00 |

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| 5/23/2013 | Disbursements incurred - 2.0% | 67.36 |
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Payments and Credits

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| 5/14/2013 | Check No.: 17222 | 2,338.50 |
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| Sub-total Payments: | 2,338.50 |
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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 | 3,368.00 |
| For Disbursements Incurred | 67.36 |
| | <hr/> |
| Current Balance: | 3,435.36 |
| Previous Balance: | 2,338.50 |
| Payments - Thank you | 2,338.50 |
| | <hr/> |
| Total Due | 3,435.36 |

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

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 23, 2013
 Matter ID: 0293-060
 Shores at Palmetto Bay vs. VPB
 Invoice Number 20549

| | | | Hours | Amount |
|-----------|-----|--|-------|--------|
| 4/29/2013 | EAB | Meeting with Mr. Darby Delsalle regarding settlement language and review of application. | 1.10 | 203.50 |
| 4/29/2013 | EAB | Revised settlement agreement per discussions with Mr. J.C. Planas, input by Mr. Warren Rosen, and input by Mr. Darby Delsalle; and distributed same. | 1.00 | 185.00 |
| 4/29/2013 | EAB | Telephone conference with Mr. Delsalle and communications with Mr. Planas. | 0.20 | 37.00 |
| 4/30/2013 | EAB | Attention to Charter School matter with Mr. Delsalle regarding Architect communications. | 0.20 | 37.00 |
| 4/30/2013 | EAB | Follow up with Mr. Ron Williams and Council on status of settlement discussions. | 0.10 | 18.50 |
| 5/1/2013 | EAB | Follow up with Mr. Planas; telephone conference with Mr. Planas; and revised settlement agreement. | 0.30 | 55.50 |
| 5/2/2013 | EAB | Follow up on settlement language; provided update to Village Council. | 0.20 | 37.00 |
| 5/6/2013 | EAB | Communications with Mr. Planas and Council. | 0.30 | 55.50 |
| 5/6/2013 | EAB | Drafted resolution on settlement. | 0.40 | 74.00 |
| 5/7/2013 | EAB | Communications with Mr. Planas; telephone conference with Mr. Delsalle; telephone conference with Mrs. Alexander; and coordinated advertisement. | 0.40 | 74.00 |
| 5/7/2013 | EAB | Reviewed settlement agreement and edited same; provided comments and edits to Mr. Planas; and began drafting cover memorandum to same. | 3.00 | 555.00 |
| 5/8/2013 | EAB | Additional edits to settlement agreement and communications with Mr. Planas. | 0.80 | 148.00 |
| 5/10/2013 | EAB | Telephone conference with Mr. Planas. | 0.40 | 74.00 |
| 5/13/2013 | EAB | Telephone conference with Mr. Planas; revised settlement | 0.60 | 111.00 |

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| | | | | |
|-----------|-----|--|------|----------|
| | | agreement; and finalized same and provided to clerk for agenda. | | |
| 5/14/2013 | EAB | Finalized settlement agreement, resolution and cover memorandum relating to settlement; communications with Mrs. Meighan Alexander and Mr. Delsalle regarding same; completed revisions. | 2.00 | 370.00 |
| 5/15/2013 | EAB | Communications with Mr. Planas. | 0.20 | 37.00 |
| 5/16/2013 | EAB | Telephone conference with Mr. Planas; and final edits to settlement. | 0.60 | 111.00 |
| 5/20/2013 | EAB | Reviewed settlement agreement; telephone conference with Mr. Planas; communications with Mr. Planas; and communications with Mayor and Council regarding same. | 1.50 | 277.50 |
| 5/20/2013 | EAB | Telephone conference with VM John DuBois; telephone conference with CP Joan Lindsay; and telephone conference with Mr. Planas. | 0.50 | 92.50 |
| 5/20/2013 | EAB | Telephone conference with CP Tim Schaffer. | 0.20 | 37.00 |
| 5/20/2013 | EAB | Communications with School Board on "usable charter." | 0.20 | 37.00 |
| 5/20/2013 | EAB | Attention to conflict of interest codes and Ethics Opinion regarding lobbying in anticipation of meeting. | 0.50 | 92.50 |
| 5/20/2013 | EAB | Discussion and meeting with Mr. Planas, Mr. Rosen and Mr. Delsalle. | 0.50 | 92.50 |
| 5/23/2013 | EAB | Follow up with Mr. Planas regarding settlement recording. | 0.10 | 18.50 |
| | | | | 2,830.50 |
| | | Total Professional Services | | 2,830.50 |

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| 5/23/2013 | Disbursements incurred - 2.0% | 56.61 |
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Payments and Credits

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| 5/14/2013 | Check No.: 17222 | 4,265.82 |
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| Sub-total Payments: | 4,265.82 |
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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

| | |
|----------------------------|------------------------|
| For Professional Services | 2,830.50 |
| For Disbursements Incurred | 56.61 |
| Current Balance: | <u>2,887.11</u> |
| Previous Balance: | 4,265.82 |
| Payments - Thank you | 4,265.82 |
| Total Due | <u>2,887.11</u> |

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

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