RESOLUTION NO. 2016-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF $28,969.00 FOR PERIOD ENDING JUNE 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

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

WHEREAS, Lehtinen Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending June, 2016, in the amount of $28,969; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval.** The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of $28,969, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this _____ day of September, 2016.

Attest: _____

Missy Arocha
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham ____

Council Member Tim Schaffer ____

Council Member Larissa Siegel Lara ____

Vice-Mayor John DuBois ____

Mayor Eugene Flinn ____

Lehtinen Schultz Riedi Catalano Fuente

1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

June 2016
Village of Palmetto Bay

Statement Period: **June 2016** Client: **Village of Palmetto Bay, Florida**

Date	Individual	Subject	Time
		General Government	
6/1	BF	Receipt and review of correspondence from Bermello Ajami. Follow-up re: Ch. 119 request.	0.4
6/1	CR	Confer with DL re; action to repeal TDRs; review ethics issues; research administrative res judicata issues; research Snyder standard on competent substantial evidence for several alternative actions	3.2
6/1	DL	Consult with CR regarding repeal of VMU and TDR; consider administrative res judicata	2.6
6/2	CR	Conduct legal research concerning ability of Council to change its vote on the same record; confer with DL concerning same; research docket of pending actions and email pleadings to DL. Confer with BF concerning issues of substantial competent evidence	3.8
6/2	BF	Confer with CR regarding issues of substantial competent evidence on appellate review	0.6
6/3	BF	Due diligence and research re: quasi-judicial and appeal procedures; follow-up on Ch, 119 matters	0.9
6/3	CR	Confer with DL concerning numerous issues; research conflicts and recusals; review ethics opinions concerning recusals; review law regarding change of votes after rehearing	3.7
6/3	DL	Confer with CR regarding change of votes in subsequent quasi-judicial hearing	1.3
6/6	BF	Follow-up to Ch. 119 ; research appellate rules vis-a-vis petitions for writ and rendition	1.3

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

June 2016/Village of Palmetto Bay

General Government (continued)

6/6	DL	Meeting of Palmetto Bay Village Council; prepare for meeting; review all VMU and TDR issues; meet with Council members regarding Council meeting issues	11.2
6/6	CR	Go to Court to locate newly filed cases against VPB; research various procedural issues related to Writs of Certiorari of quasi-judicial decisions of municipal councils; ; confer with DL; attend VPB Council meeting; concerning rehearing of VMU (Village Mixed Use) issue	6.3
6/7	BF	Follow-up Ch. 119 issues	0.3
6/7	DL	Meet with Manager and Mayor regarding various issues, including VMU and TDR to preserve pine rockland; meet with Mayor. Manager and others re: VMU and TDR; prepare background materials	3.4
6/8	DL	Meet with Clerk to review Council actions and finalize documents	1.8
6/8	BF	Additional follow-up Ch. 119 issues	0.4
6/8	CR	Confer with DL; research disqualification of legal counsel issues	1.8
6/9	DL	Conference with Council member; meet with Manager and Clerk; confer with CR	2.7
6/9	BF	Review TDR and ethical issues	0.6
6/9	CR	Research use of public resources for citizen information purposes	0.9
6/13	DL	Attend Veterans Park Advisory Committee (no charge)	0.0
6/14	BF	Review proposed modifications to consultant agreement	0.5

Lehtinen Schultz Riedi Catalano Fuente
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June 2016/Village of Palmetto Bay

General Government (continued)

6/15	CR	Research various issues of sunshine law concerning one-way communications; email to DL concerning same; review and review case law concerning pleadings; confer with counsel	5.8
6/15	DL	Council meeting regarding proposed Charter revisions; prepare for meeting; review Charter proposals; review CR research on sunshine law one-way communications;	4.9
6/16	BF	Further review indemnification language	0.4
6/16	DL	Meeting with Miami-Dade officials re: pending issues; prepare for meeting	2.9
6/20	CR	Research statutory requirements for siting of charter schools in municipalities; emails to DL concerning same	1.5
6/20	DL	Review and resaearch charter school state statutes regarding zoning authority of municipalities/countyies	1.8
6/21	BF	Follow-up re: unsolicited proposal matters	0.4
6/22	DL	Meet with Manager, others regarding potential resolutions or ordinances	1.7
6/23	DL	Conference with Council member regarding drafting ordinance(s) clarifying Council meting procedures and agenda; discuss Council and Manager functions for potential drafts; review proposals to be drafted for parks master plan and user fees analysis and periodic review; draft measures following meeting	5.7
6/24	DL	Continue drafting ordinances discussed on previous day; consult with staff and potential sponsor	3.2
6/27	DL	Continue drafting ordinance amending Council meeting procedures and agenda	1.8

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Miami, Florida 33131

June 2016/Village of Palmetto Bay

General Government (continued)

6/28	BF	Review revised draft letter to garage proposers; correspondence re: same; follow-up re: Ch. 119 issues/requests	0.8
6/28	DL	Draft Charter Amendment proposed ballot language	2.4
6/28	CR	Review code and research right to injunctive relief for violation of Village code	1.6
6/29	BF	Follow-up with Pittser re: Ch. 119 requests (garage); review comment on revised draft medical marijuana ordinance; correspondence re: same	1.4
6/29	DL	Continue drafting Charter amendments proposed ballot language; draft resolutions requested by Council members; review annexation research by CR	3.6
6/29	CR	Research annexation procedures for Miami-Dade and Village; draft and email memorandum re: same to DL	2.1
6/30	DL	Meet with Clerk to draft and finalize all ietms requested by Council members and finalize agenda package	4.8
6/30	BF	Coordinate with Pittser re: garage public records request matter; review sole source issues	0.7

Zoning/Land Useg

6/2	DL	Meet with Manager, owners' representatives and attorneys re: VMU	1.9
6/17	DL	Review and study all materials relating to Shores at Palmetto Bay (Charter School) upcoming zoning issue	2.6
6/20	DL	Meeting of Village Council on zoning/land use issues; meet previous with Manager and Council member regarding Shores at Palmetto Bay (Charter School enrollment); prepare for Council meeting	4.8

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June 2016/Village of Palmetto Bay

Human Resources (Personnel)

6/30	CR	Research public records law for personnel records; email to Cadaval and DL re: public records law applicable to personnel records	0.9

Litigation

6/2	DL	Meet with Montessori School owners and various Council members in separate meetings	2.1
6/3	DL	Review all litigation and potential litigation involving Village (Montessori and VMU Writ and Dec Action); analyze issues	2.7
6/6	CR	Draft response to 3DCA show cause order (Montessori); confer with DL re: same	0.6
6/7	CR	Calls to Jerry Proctor concerning filing (Montessori); review show cause response; file same	0.8
6/9	CR	Prepare answer and affirmative defenses for Krakoski foreclosure; research Florida statute on service ona corporation; email to client; confer with DL re: service of process	1.7
6/13	DL	Analyze all pleadings and potential responses in VMU Dec Action and Writ; studt legal issues	3.7
6/13	CR	Email from/to attorney Ferrer; draft and file notice of filing of final judgmentin 3DCA (Montessori)	0/.7
6/14	CR	Various emails with attorney Freidman concerning Ben Tov case; email to DL concerning settlement offer	0.5
6/14	BF	Review issues in preparation for conference (VMU Writ and Dec Action); meet with all counsel to discuss potential responses	3.0
6/14	CR	Meet with all counsel regarding joint defense strategy; review record and prepare for meeting; confer with DL and BF	3.2

Lehtinen Schultz Riedi Catalano Fuente
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Miami, Florida 33131

June 2016/Village of Palmetto Bay

Litigation (continued)

6/14	DL	Conference with all counsel (Village and VMU owner's counsel) to review strategy on VMU Writ and Dec Action; review prior to meeting; continue discussions following	5.6
6/17	DL	Draft notes for motions to dismiss (VMU Writ - non-participation by plaintiff; and VMU Dec Action - improper service and no development order to challenge); research	2.4
6/21	BF	Review complaint (VMU Dec Action)	0.5
6/21	CR	Review draft motion to dismiss (VMUDec Action); confer with BF concerning same	0.5
6/23	BF	Review documents (VMU Dec Action); strategize re: motion to dismiss	0.6
6/24	BF	Review draft motions to dismiss; follow-up re: privilege issues (VMU Dec Action)	0.4
6/24	DL	Review draft motion to dismiss (VMU Writ and VMU Dec Action)	1.3
6/25	CR	Review/revise draft motion to dismiss; confer with DL concerning same; confer with all counsel (VMU Writ and Declatory Action)	0.8
6/29	CR	Prepare complaint for injunction/dec action for code violation; prepare motion for temporary injunction; confer with DL concerning same	6.2
6/29	CR	Finalize and file motion to dismiss (VMU Dec Action)	0.6
6/30	BF	Receive and review cirrespondence from opposing counsel (VMU Dec Action)	0.2
6/30	CR	Draft/revise complaint for misuse of Village Seal; revise motion for temporary injunction; confer with DL	1.9

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

June 2016/Village of Palmetto Bay

Total Fees

Monthly total hours	145.4
Total fees due (@ $190/hour	**$ 27,626**

Reimbursable Expenses

WestLaw computer research charge	$	784
Appellate fees and charges in 3rd District Court of Appeal	$	62
Courier services (VMU cases in Circuit Court)	$	66
Filing Fee, Circuit Court Complaint	$	415
Parking for Village business	$	16
Total Reimbursable Expenses	**$**	**1,343**

Total amount due (fees and expenses)..... $ 28,969

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

RESOLUTION NO. 2016-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF $24,278.00 FOR PERIOD ENDING JULY 31, 2016; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

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

WHEREAS, Lehtinen Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending July, 2016, in the amount of $24,278; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval.** The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of $24,278, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this _____ day of September, 2016.

Attest: _____

Missy Arocha
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham ____

Council Member Tim Schaffer ____

Council Member Larissa Siegel Lara ____

Vice-Mayor John DuBois ____

Mayor Eugene Flinn ____

RESOLUTION NO. 2016-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AFFIRMING THE VILLAGE'S OPPOSITION TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S WEAKENING OF RESTRICTIONS THAT WOULD ALLOW AN INCREASE IN THE RELEASE OF TOXIC CHEMICALS INTO FLORIDA'S WATERS; URGING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY NOT TO APPROVE THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S NEW RESTRICTIONS; SUPPORTING THE LAWSUIT FILED BY THE SEMINOLE TRIBE OF FLORIDA AGAINST THE DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP") AND THE FLORIDA ENVIRONMENTAL REGULATION COMMISSION ("FERC") ON AUGUST 5, 2016 TO HALT THE INCREASE OF TOXINS IN FLORIDA'S WATER; OPPOSING ANY EFFORT BY THE DEP OR THE FERC TO OPPOSE THE SEMINOLE LITIGATION; DIRECTING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, THE FLORIDA LEAGUE OF CITIES AND THE MIAMI-DADE LEAGUE OF CITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn)

WHEREAS, the Florida Department of Environmental Protection is Florida's lead agency for environmental management and has obligations that include protecting Florida's air, water, and land pursuant to Chapter 403, Florida Statutes; and

WHEREAS, on July 26, 2016, the Environmental Regulation Commission voted to approve a proposal from the Florida Department of Environmental Protection that would weaken the restrictions on the allowable levels of more than two dozen toxic chemicals that may be released in Florida's lakes, streams, and coastal waters through revisions to Chapters 62-302 and 62-303 of the Florida Administrative Code; and

WHEREAS, the approval of these restrictions would enable oil and gas drilling companies (including fracking operations), dry cleaning companies, pulp and paper producers, nuclear plants, wastewater treatment plants and other waste producers, to increase the amounts of cancer-causing toxins that they release in Florida's waterways; and

WHEREAS, the new restrictions include increasing the allowable levels of Benzene in Florida's drinking water, which is a cancer-causing petroleum byproduct used in hydraulic fracking and that has been known to cause leukemia, and increasing the allowable levels of

Dioxin, in Florida's water supply that has been linked to cancer, damage to the skin and lever, as well as nervous, immune and reproductive system damage; and

WHEREAS, according to the Orlando Sentinel, Florida State Senator Miguel Diaz de la Portilla called for the Environmental Regulation Commission to reconsider its decision stating "I cannot understand how allowing for the increase of not one, but multiple known cancer-causing agents in our waterways throughout the state makes any logical sense," and

WHEREAS, according to the Naples Daily News, Dr. Ron Staff, a Tallahassee allergist and immunologist, voiced his opposition to the new standards stating that "the Department of Environmental Protection should be pushing for even more stringent criteria than what we have now rather than trying to weaken them. Your job is to protect Floridians, not to poison us," and

WHEREAS, according to the Miami Herald, environmentalists argue that the Florida Department of Environmental Protection's cancer risk measurement would allow for toxin levels that would increase the number of cancer victims to 1 in 100,000 people or in cases of people who eat fish daily, 1 in 10,000, while United States Environmental Protection Agency standards allow for toxin levels that could cause cancer in 1 in a million people; and

WHEREAS, the standards approved by the Environmental Regulation Commission on July 26, 2016, will now go to the United States Environmental Protection Agency for final review and approval; and

WHEREAS, the Village Council finds that opposing the Florida Department of Environmental Protection's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida waters is in the best interest of the health, safety, welfare and economics of the citizens and residents of the Village.

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

Section 1. The foregoing "WHEREAS' clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village Council of the Village of Palmetto Bay hereby opposes the Department of Environmental Protection Agency's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida's waters. The Village Council further supports The Seminole Tribe of Florida in their lawsuit against the Department of Environmental Protection and the Florida Environmental Regulation Commission filed on August 5, 2016 to halt the increase of toxic chemicals into the Florida's waters, and rejects any effort by the DEP and/or the FERC to oppose the Seminole litigation.

Section 3. The Village Council of the Village of Palmetto Bay hereby urges the United States Environmental Protection Agency not to approve the Florida Department of Environmental Protection's new restrictions.

Section 4. The appropriate Village officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this Resolution.

Section 5. The Village Clerk is hereby directed to transmit a copy of this Resolution to the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Miami-Dade County Commissioners, the Florida League of Cities and the Miami-Dade League of Cities.

Section 6. All Resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of September, 2016.

Attest: _____

Missy Arocha
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

To:	Honorable Mayor and Village Council	Date:	September 12, 2016
From:	Edward Silva, Village Manager	Re:	Intergovernmental Agency Agreement with Miami-Dade County for Traffic Calming Devices

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY, IN SUBSTANTIALLY THE ATTACHED FORM, TO PERFORM CERTAIN TRAFFIC ENGINEERING FUNCTIONS AND TO ALLOW THE VILLAGE OF PALMETTO BAY TO INSTALL AND MAINTAIN CERTAIN TRAFFIC CONTROL DEVICES AND SIGNS WITHIN LOCAL MUNICIPAL STREETS OPERATED AND MAINTAINED BY THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND:

The residents of the Village are concerned about vehicles speeding and cut-through traffic traversing through their neighborhoods, while continuously requesting permanent traffic calming devices such as: speed humps and traffic circles for installation. Village Administration together with traffic engineering consultants has collected traffic data pertaining to traffic on municipal streets under the jurisdiction and maintenance of the Village. The analyzed data does not meet the traffic flow modification(s) street closure procedures criteria required by the Department of Transportation of Public Works to consider the implementation of traffic calming measures.

Miami-Dade County has exclusive jurisdiction over traffic control devices under Section 2-96.1 of Miami-Dade County Code, as such, municipal jurisdictions that desire to implement traffic calming devices with reduced criteria to better meet the health and safety needs of its residents may do so by entering into an Intergovernmental Agency Agreement, hereto attached as Exhibit A.

The Intergovernmental Agency Agreement stipulates that the municipality will assume all responsibility for the cost of installing and maintaining these devices and will abide by Miami-Dade County traffic engineering requirements and submit plans to the County for

approval. The County criteria for minimum traffic volume could be reduced by a total of 30% and the speed by 50% within the municipal boundary.

FISCAL/BUDGETARY IMPACT:
No budgetary impact.

RECOMMENDATION:
It is recommended that the Mayor and Village Council approve the Resolution authorizing the Village Manager to execute an Intergovernmental Agency Agreement to perform traffic engineering functions for the purposes of installing traffic calming devices in accordance with the term and conditions set forth by the Agreement attached as Exhibit A.

Attachments:

- Exhibit A – Intergovernmental Agency Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY, IN SUBSTANTIALLY THE ATTACHED FORM, TO PERFORM CERTAIN TRAFFIC ENGINEERING FUNCTIONS AND TO ALLOW THE VILLAGE OF PALMETTO BAY TO INSTALL AND MAINTAIN CERTAIN TRAFFIC CONTROL DEVICES AND SIGNS WITHIN LOCAL MUNICIPAL STREETS OPERATED AND MAINTAINED BY THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, Village of Palmetto Bay ("Village") residents are concerned about vehicles speeding and cut-through traffic traversing through their neighborhoods; therefore, desire to enter into an Intergovernmental Agreement with Miami-Dade County for the installation and maintenance of traffic calming devices; and

WHEREAS, the basis for the installation of traffic calming devices at a particular street will be based on the findings of a traffic study analysis, or by the decision of the Village Manager by a written finding that the installation of a traffic calming device is important for the preservation of the health and safety of affected residents; and

WHEREAS, Miami-Dade County, Florida, ("County") has exclusive jurisdiction over all traffic control devices in both, the incorporated and unincorporated areas of the County; and

WHEREAS, the Village is prohibited from installing and maintaining traffic calming devices, unless an Intergovernmental Agency Agreement with the County ("Intergovernmental Agreement"), is approved and executed in accordance with Section 2-96.1 County Code of Ordinances; and

WHEREAS, Village administration is respectfully requesting the Mayor and the Village Council of the Village of Palmetto Bay to authorize the Village Manager to enter into and execute an Intergovernmental Agency Agreement to perform engineering functions in order to proceed with installation and maintenance of traffic calming devices on local municipal streets operated and maintained by the Village; and,

WHEREAS, the Village Council finds that this Resolution authorizing execution of the Intergovernmental Agency Agreement is a crucial step in improving the flow of traffic and protecting the health, safety and welfare of residents affected by vehicles speeding and cut-through traffic traversing through the neighborhoods of the Village.

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

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Approval of Agreement.** The Mayor and Village Council of the Village of Palmetto Bay hereby authorize the Village Manager to execute an Intergovernmental Agency Agreement with Miami Dade County, in substantially the form attached hereto as Exhibit "A", which will allow the Village to install and maintain traffic calming devices and signs within the local municipal streets operated and maintained by the Village.

Section 3. **Authorization of the Village Manager.** The Village Manager is authorized to take all action necessary to enter into an Intergovernmental Agency Agreement with Miami Dade County, in substantially the form attached hereto as Exhibit "A", to allow the Village to perform engineering functions that will allow the Village to install and maintain traffic calming devices and signs within the local municipal streets, in accordance with Section 2-96.1, Miami-Dade County Code of Ordinances.

Section 4. This Resolution shall become effective upon the date of its adoption herein.

PASSED and ADOPTED this _____ day of September, 2016.

Attest: _____

Missy Arocha
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

EXHIBIT A

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS **(AGREEMENT),** made and entered into this___ day of_____, 2016, by and between the **VILLAGE OF PALMETTO BAY, FLORIDA,** a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the **"VILLAGE"** and **MIAMI-DADE COUNTY (COUNTY),** a political subdivision of the STATE OF FLORIDA, MIAMI-DADE County.

WITNESSETH

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the **COUNTY;** and

WHEREAS, the **VILLAGE** desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streets only; and has requested the COUNTY to allow it to perform the function of conducting engineering studies for the feasibility of traffic calming devices and installing traffic calming devices; and

WHEREAS, the COUNTY has determined that the **VILLAGE** is both equipped and able to perform the traffic engineering functions as herein specified on its local streets; and

WHEREAS the **VILLAGE** has, by proper resolution attached hereto and by reference made a part hereof, authorized its office(s) to enter into this **AGREEMENT.**

NOW THEREFORE, the **VILLAGE** and the **COUNTY** agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The **VILLAGE** will only install and maintain the following designated

types of traffic control devices and/or signs and only on those local municipal streets operated and maintained by the **VILLAGE** within its boundaries:

a) **Traffic Circles**
b) **Speed Humps/Tables**
c) **Historic Street Name Signs**
d) **In-Street Pedestrian Crosswalks, Raised Intersections and Crossing Sign**
e) **Speed Limit Signs**

3. Traffic calming devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and sealed and signed plans have been submitted to the Department of Transportation and Public Works ("DTPW)" of the **COUNTY** for its review and approval.

4. Any such Traffic Calming Devices may be installed on local municipal streets after sealed and signed design plans have been reviewed and received written approval by the VILLAGE, through its City Manager or his/her designee. Provided that such design plans utilize the standard County design attached as Exhibit "A", no additional review or approval by the County shall be required before installation. To the extent that design plans deviate from the standard design attached as Exhibit "A", such plans shall be submitted to the County for its review and written approval. A copy of such design plans must be submitted to DTPW of the County.

5. The **VILLAGE** shall attach a decal to the back of the sign panels indicating the Village's ownership and date of installation.

6. The **VILLAGE** assumes sole and complete responsibility for the maintenance of all such Traffic Calming Devices that are installed by the **VILLAGE** within its boundaries.

7. The **VILLAGE** assumes sole and complete liability for any and all accidents, damages, claims, and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said

Traffic Control Devices, and hereby indemnifies to the extent allowed by 768.28, Florida Statutes, and saves harmless the **COUNTY** from any and all claims and damages arising from such installation, operation or maintenance of the Traffic Calming Devices. All Traffic Calming Devices installed by the **VILLAGE** in accordance with this **AGREEMENT** shall conform to the applicable requirements established by the following publications including latest revisions:

Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration

Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.

A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)

Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation

Florida Roundabout Guide, Florida Department of Transportation

Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

Florida Bicycle Facilities Planning and Design Handbook, Florida Department of Transportation

Miami-Dade County Public Works Standard Detail Manual

Miami-Dade County Traffic Flow Modification(s) Street Closure Procedure, Revise January 2008, Exhibit A.

8. Notwithstanding any other term in this Agreement, nothing shall be deemed to be a waiver of either the VILLAGE of the COUNTY'S Immunity or limitation of liability as provided pursuant to Section 768.28, Florida Statues, as may be amended from time to time.

9. For installation of traffic control devices, the **VILLAGE** shall hire a **COUNTY** licensed contractor or perform the work in-house by the **VILLAGE** Public Works crew.

10. Should the **VILLAGE** install street name signs at the same site where a stop-top street name exists, then the **VILLAGE** shall first install their sign

on a separate post, not to interfere with any other traffic sign, other corners of the intersection may be used for the Village sign. Subsequently, the Village shall remove the County's stop-top street name signs by an approved sign contractor. All signs and hardware removed shall be dismantled and returned to the Traffic Signals and Signs Division of the County's DTPW. Street name signs installed at the intersection of two (2) local roads should be placed at the northeast or northwest corner. Village historic street name signs shall be of a design approved by DTPW. In-street pedestrian crossing signs placed on pavement shall not be metal type.

11. The VILLAGE shall be responsible for keeping records of any and all installation and repairs, and furnishing pertinent documents as and when said records may be requested by the County.

12. Either the Village or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon thirty (30) business days written notice; provided, however, the Village shall continue to maintain, repair, and be responsible for any traffic calming devices and signs installed by the Village while this Agreement was in effect. Prior to the termination of this Agreement, however, the Village may elect to remove any one or all Traffic Calming Devices installed by the Village; provided the Village shall restore the roadway and area in which the Traffic Calming Devices was located to the condition that existed before the Village's installation.

13. Upon written notification by the County, the City shall immediately remove

any Traffic Calming Device, at the VILLAGE'S sole cost and expense that is not in compliance with the terms of this Agreement.

14. Any notice or communication required hereunder shall be addressed to the following:

TO COUNTY: Miami-Dade County

Attention: Alice Bravo, P.E.
Director, Miami-Dade County
Transportation and Public Works Department
111 NW First Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

TO VILLAGE: Village of Palmetto Bay

Attention: Edward Silva
Manager, Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
(305) 259-1234

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN
CLERK OF THE BOARD

BY:_____

COUNTY DEPUTY CLERK

BY:_____

County Mayor or County Mayor's Designee

Approved as to form and legal sufficiency

BY:_____

Assistant County Attorney

ATTEST:

VILLAGE OF PALMETTO BAY, a municipal corporation OF the STATE OF FLORIDA

BY:_____

Missy Arocha
Village Clerk

BY:_____

Edward Silva,
Village Manager

(AFFIX VILLAGE SEAL)

Approved by Village Attorney
as to form and legal sufficiency _____

Dexter W. Lehtinen
Village Attorney

THIS DOCUMENT IS A SUBSTITUTION TO ORIGINAL. BACKUP ORIGINAL CAN BE SEEN AT THE END OF THIS DOCUMENT.

INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (the "Agreement"), made and entered into this 20th day of July, 2015 by and between the **CITY OF MIAMI, FLORIDA**, a municipal corporation of the STATE OF FLORIDA, (the "City") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, Miami-Dade County (the "County").

WITNESSETH

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County; and

WHEREAS, the City and the County previously entered into an Intergovernmental Agency Agreement for the City to perform certain traffic engineering functions on January 25th, 2012; and,

WHEREAS, the City desires to assume the installation and maintenance responsibilities of certain additional traffic engineering functions pertaining to its local municipal streets only and has requested the County to allow it to perform the function of conducting engineering studies for the feasibility of traffic calming devices and installing traffic calming devices; and

WHEREAS, the City has a Transportation Division within its Capital Improvements Programs Department, and has represented to the County that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

WHEREAS, the parties agree that once this Agreement is executed it shall supersede and replace that certain Interlocal Agreement of January 25th 2012 between the parties; and

WHEREAS the City has, by proper resolution attached hereto as Exhibit A and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT**.

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

1. The recitals set forth above are incorporated herein by reference.

2. The City may install and maintain the following designated types of traffic calming devices, and/or signs (collectively the "Traffic Calming Devices") and only on those local municipal streets operated and maintained by the City within its boundaries, and not less 700 feet from existing traffic signals, County roadways, State roadways and the boundary of City limits; or within school zones, or adjacent to bicycle facilities or hospitals:

   a) Traffic Circles

   b) Speed Humps

   c) Historic Street Name Signs

   d) In-Street Pedestrian Crossing Signs

3. Any such Traffic Calming Devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and signed and

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sealed by a Florida licensed professional engineer, and has received written approval by the City, through its City Manager or his/her designee. A copy of such traffic study must be submitted to the Public Works and Waste Management Department ("PWWM") of the County.

4. Any such Traffic Calming Devices may be installed on local municipal streets only after sealed and signed design plans have been reviewed and received written approval by the City, through its City Manager or his/her designee. Provided that such design plans utilize the standard County design attached as Exhibit A, no additional review or approval by PWWM shall be required before installation. To the extent that design plans deviate from the standard design attached as Exhibit "A", such plans shall be submitted to PWWM for its review and written approval. A copy of such design plans must be submitted to the Public Works and Waste Management Department ("PWWM") of the County.

5. The City shall attach a decal to the back of the sign panels indicating the City's ownership and date of installation.

6. The City assumes sole and complete responsibility for the maintenance of all such Traffic Calming Devices.

7. The City assumes sole and complete liability for any and all accidents, damages, claims, and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said Traffic Calming Devices, and hereby indemnifies and saves harmless the County from any and all claims and damages arising from such installation, operation or maintenance of the Traffic Calming Devices. All Traffic Calming Devices installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the following publications including latest revisions:

Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration

Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.

A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)

Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation

Florida Roundabout Guide, Florida Department of Transportation

Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

Florida Bicycle Facilities Planning and Design Handbook, Florida Department of Transportation

Miami-Dade County Public Works Standard Details Manual

Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revise January, 2009, Exhibit A

THIS DOCUMENT IS A SUBSTITUTION TO ORIGINAL. BACKUP ORIGINAL CAN BE SEEN AT THE END OF THIS DOCUMENT.

8. Notwithstanding any other term in this Agreement, nothing shall be deemed to be a waiver of either the City or the County's immunity or limitation of liability as provided pursuant to Section 768.28, Florida Statutes, as may be amended from time to time.

9. For installation of Traffic Calming Devices, the City shall hire a County licensed contractor or perform the work in-house by the City Public Works crew.

10. Should the City install street name signs at the same site where a stop-top street name sign exists, then the City shall first install their sign on a separate post, not to interfere with any other traffic sign, other corners of the intersection may be used for the City sign? Subsequently, the City, shall remove the County's stop-top street name signs by an approved sign contractor. All signs and hardware removed shall be dismantled and returned to the Traffic Signals and Signs Division of the County's Public Works and Waste Management Department. Street name signs installed at the intersection of two local roads should be placed at the northeast or northwest corner. City historic street name signs shall be of a design approved by PWWM. In-street pedestrian crossing signs placed on pavement shall not be metal type.

11. The City shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested by the County.

12. Either the City or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days written notice; provided, however, the City shall continue to maintain, repair, and be responsible for any traffic calming devices and signs installed by the City while this Agreement was in effect. Prior to the termination of this Agreement, however, the City may elect to remove any one or all Traffic Calming Devices installed by the City; provided the City shall restore the roadway and area in which the Traffic Calming Device was located to the condition that existed before the City's installation.

13. Upon written notification by the County, the City shall immediately remove any Traffic Calming Device, at the City's sole cost and expense that is not in compliance with the terms of this Agreement.

14. Any notice or communication required hereunder shall be addressed to the following:

TO COUNTY: Miami-Dade County

TO CITY: City of Miami

THIS DOCUMENT IS A SUBSTITUTION TO ORIGINAL. BACKUP ORIGINAL CAN BE SEEN AT THE END OF THIS DOCUMENT.

IN WITNESS WHEREOF, the **CITY** and the **COUNTY** have set their hands the day and year above written.

Attest:

HARVEY RUVIN, CLERK

By: _____
County Deputy Clerk

MIAMI-DADE COUNTY

By: _____
County Mayor

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

Attest:

By: _____
Todd B. Hannon, City Clerk

CITY OF MIAMI

By: _____
Daniel J. Alfonso, City Manager

Approved as to form and legal sufficiency:

By: _____
Victoria Méndez, City Attorney

Approved as to insurance requirements:

By: _____
Ann-Marie Sharpe, Director
Risk Management Department

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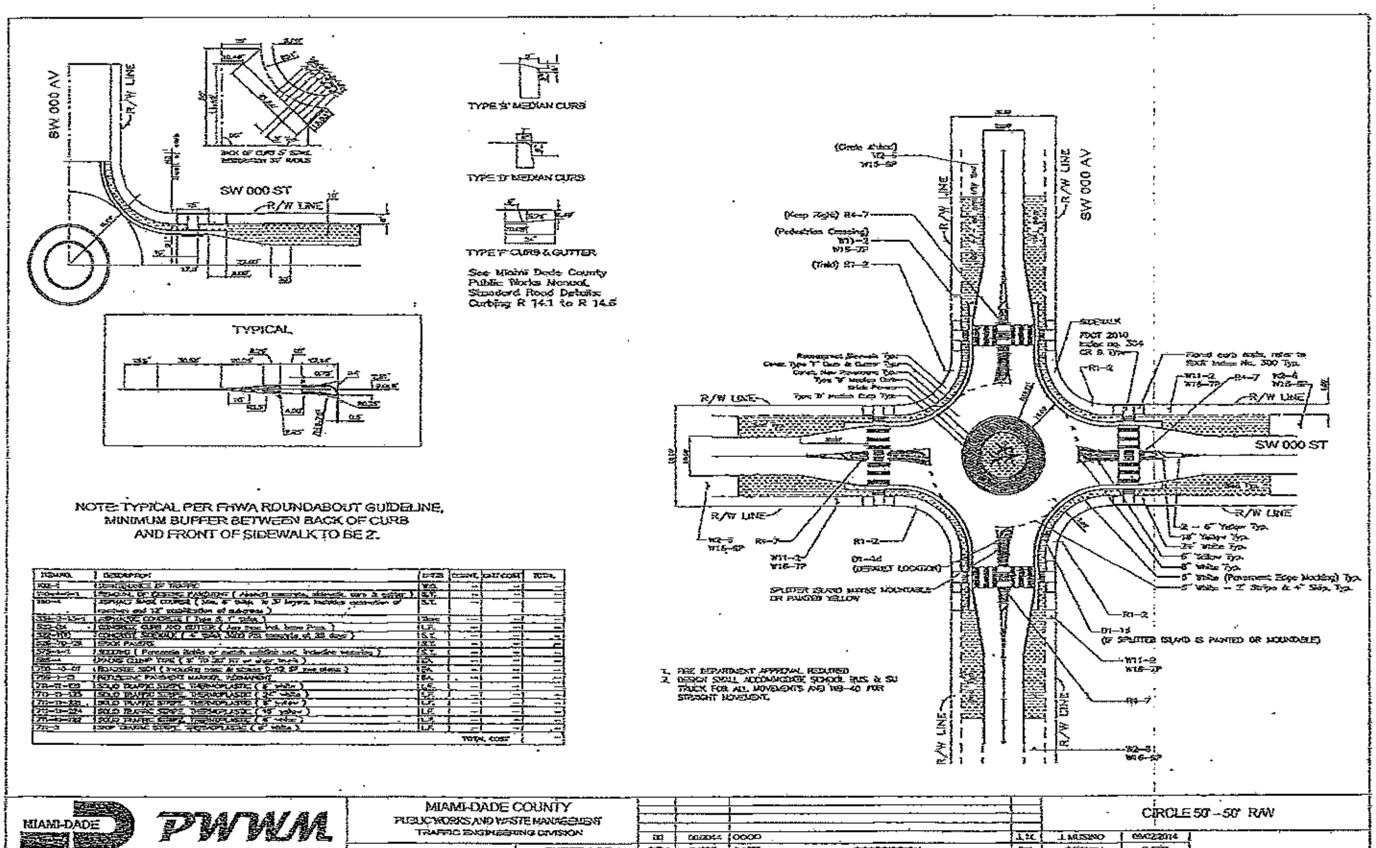

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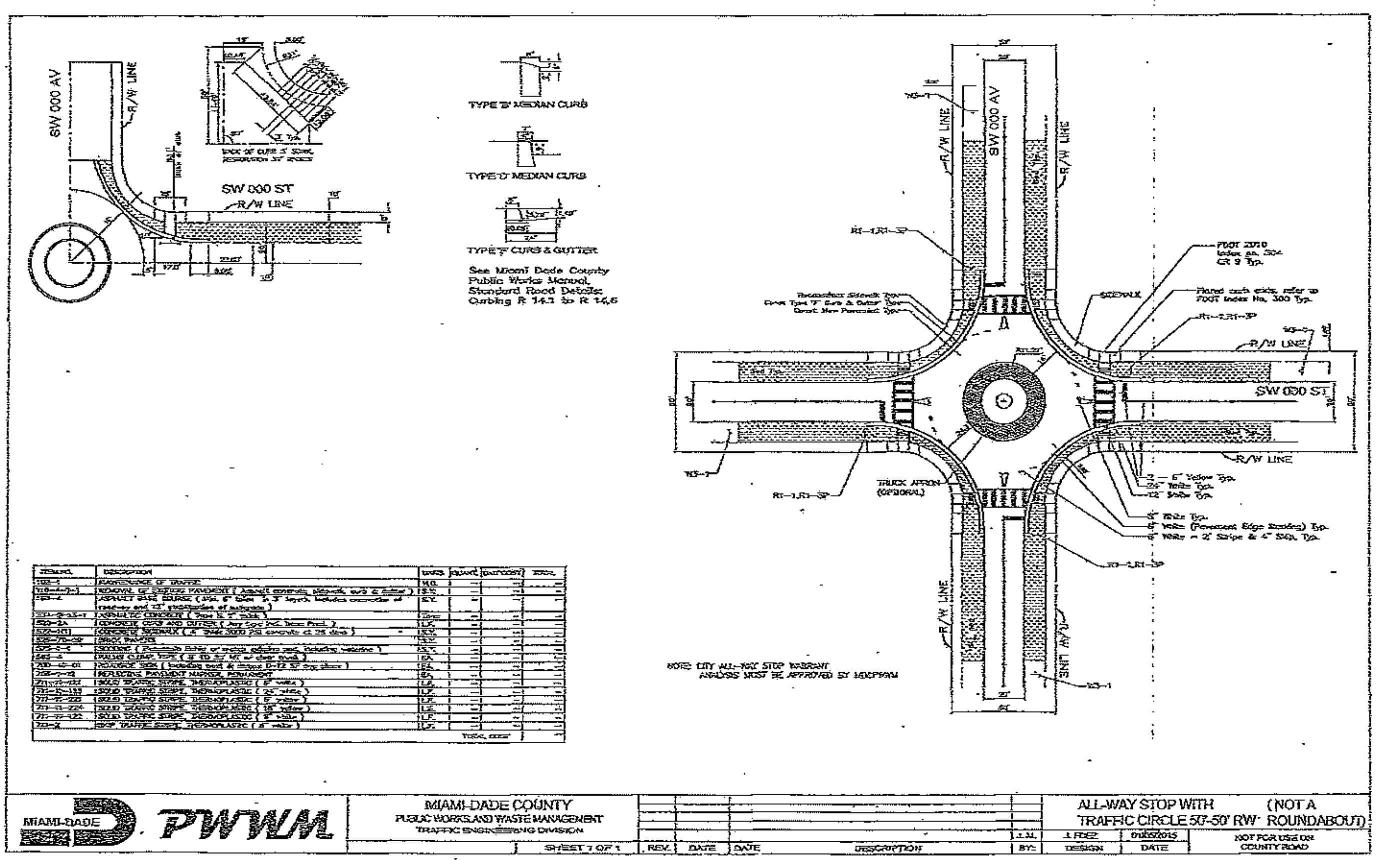

Miami-Dade Legislative Item
File Number: 062329

File Number: 062329 **File Type:** Ordinance **Status:** Adopted as amended
Version: 0 **Reference:** 06-55 **Control:**
File Name: TRAFFIC AND TRANSP. ENGINEERING FUNCTIONS ON LOCAL MUNICIPAL **Introduced:** 8/22/2006
Requester: Public Works Department **Cost:** **Final Action:** 4/25/2006
Agenda Date: 4/25/2006 **Agenda Item Number:** 7D
Notes: THIS IS FINAL VERSION AS ADOPTED: (also see 060116)
Title: ORDINANCE AMENDING SECTION 2-96.1, ARTICLE XIII, CHAPTER 2, OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR THE TRAFFIC AND TRANSPORTATION DEPARTMENT TO AUTHORIZE MUNICIPALITIES THROUGH INTERGOVERNMENTAL AGENCY AGREEMENTS TO PERFORM CERTAIN TRAFFIC ENGINEERING FUNCTIONS ON LOCAL MUNICIPAL STREETS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE [SEE ORIGINAL ITEM UNDER FILE NO. 060116]
Indexes: TRAFFIC SIGNAL INSTALLATION **Sponsors:** NONE
Sunset Provision: No **Effective Date:** **Expiration Date:**
Registered Lobbyist: None Listed

Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
County Attorney	8/22/2006		Assigned	Thomas Goldstein			
Board of County Commissioners	4/25/2006	7D Amd	Adopted as amended				P

REPORT: First Assistant County Attorney Robert Cueves read the foregoing proposed ordinance into the record. It was moved by Commissioner Sellas that the foregoing proposed ordinance be adopted. This motion was seconded by Commissioner Rolle. In response to Commissioner

Barreiro's question as to whether the County was delegating street signalization system control to municipalities, County Manager George Burgess by noting the County would not. Ms. Esther Calas, Public Works Department Director, noted this ordinance provided for municipalities to perform functions related to local roads, street name, no parking and warnings signs, pavement markings, etc. County Manager Burgess noted cities would not be spending money to perform these functions. Commissioner Sosa noted she received phone calls from representatives from two municipalities who noted they expected to be able to perform these functions and receive reimbursement from the County. Commissioner Gimenez noted that the statement on handwritten page 2 of the foregoing proposed ordinance, "This ordinance may increase the cost of the installation of these traffic engineering activities to the County," caused confusion. He added that the ordinance should not increase costs to the County, but should save the County money. County Manager Burgess noted the wording of the last sentence on the County Manager's memorandum on handwritten page 2 was an error. Deputy County Manager Pete Hernandez noted intergovernmental agreements between the County and municipalities would allow the needs of each municipality to be met. Commissioner Barreiro noted, for the record, that the current system worked and noted it may not need to be modified. He expressed concern that the County would delegate complete authority to the municipalities. County Manager Burgess reassured Commissioner Barreiro that the County would not delegate complete authority to the municipalities. Commissioner Sosa offered a friendly amendment to this proposed ordinance to include language stating Miami-Dade County retained jurisdiction to open and close streets. Commissioner Jordan offered an amendment to the foregoing proposed ordinance to include language stating that this ordinance would be cost-neutral or save the County money on the installation of traffic engineering activities. The Committee proceeded to vote on the foregoing proposed ordinance as amended.

Legislative Text

TITLE
ORDINANCE AMENDING SECTION 2-96.1, ARTICLE XIII, CHAPTER 2, OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR THE TRAFFIC AND TRANSPORTATION DEPARTMENT TO AUTHORIZE MUNICIPALITIES THROUGH INTERGOVERNMENTAL AGENCY AGREEMENTS TO PERFORM CERTAIN TRAFFIC ENGINEERING FUNCTIONS ON LOCAL MUNICIPAL STREETS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

BODY
BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:
Section 1. Section 2-96.1, of Chapter 2, of Article XIII, Traffic and Transportation Department, of the Code of Miami-Dade County, Florida, is hereby amended as follows:1
ARTICLE XIII. TRAFFIC AND TRANSPORTATION DEPARTMENT
* * *
Section 2-96.1. Jurisdiction declared exclusive; tampering with Control devices prohibited.

From and after September 16, 1960, all traffic engineering services shall be performed by the traffic and transportation department, and such department shall have exclusive jurisdiction over all traffic control devices in both the incorporated and unincorporated areas of the county, and shall have exclusive jurisdiction to exercise the powers, duties and functions set forth herein. All municipalities in Dade County are prohibited from exercising any such powers, duties and functions, and shall not interfere with the performance thereof by said county department[[.]] >>; provided, however, that the County Manager or designee, in his/her sole discretion, may authorize municipalities, which desire and are equipped and able to perform certain traffic engineering functions, to assume, together with all

liability and without additional cost to the County, through an individual Intergovernmental Agency Agreement, and for local municipal streets only, the installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement and subject to performing appropriate traffic engineering studies if required by such Agreement. The Department shall, however, retain exclusive jurisdiction over the permanent closure of access to any road or street.<< It shall be unlawful for any person, firm, corporation, or other legal entity, including municipal corporations, to change, modify, install, remove, damage, deface or destroy any traffic control device, unless authorized to do so by the traffic and transportation department[[;]] >>, or by an Intergovernmental Agency Agreement.<<

* * *

Section 2. If any section, subsection, sentence, clause of this ordinance is held invalid, the remainder of this ordinance shall not be affected thereby.
Section 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," or "article," or other appropriate word.
Section 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.
1 Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

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Memorandum

MIAMI-DADE COUNTY

(Second Reading 04-25-06)

Date: January 24, 2006

Amended
Agenda Item No. 7(D)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ordinance Amending Section 2-96.1, Article XIII, Chapter 2, of the Code of Miami-Dade County, Florida; Providing for the Traffic and Transportation Department to Authorize Municipalities Through Intergovernmental Agreements to Perform Certain Traffic Engineering Functions on Local Municipal Streets; Providing Severability, Inclusion in the Code and an Effective Date

O06-55

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached Ordinance amending Section 2-96.1, Article XIII, Chapter 2, of the Code of Miami-Dade County, Florida; providing for the Traffic and Transportation Department, subsequently incorporated into the Public Works Department in 1981, to authorize municipalities through Intergovernmental Agreements to perform certain traffic engineering functions on local municipal streets.

BACKGROUND

Several municipalities have expressed a desire to design, install and maintain certain traffic control devices within their municipal boundaries along local municipal streets. The Public Works Department has had a long series of meetings with municipal representatives to reach a consensus with towns and cities that wish to utilize the administration of traffic control devices as a part of enhancing and expediting local transportation projects; while balancing the needs of other localities that wish to continue to rely on the County for such services; and also retaining the overall responsibility of Countywide traffic engineering services.

The County can enter into individual interagency agreements, on a case-by-case basis, to authorize municipalities that have the capacity to perform such functions. Such interagency agreements, as executed by me or my designee on behalf of the County and by the legally designated municipal authority, may allow the design, installation and maintenance of traffic control and calming devices on local municipal streets.

FISCAL IMPACT

The attached ordinance allows municipalities to perform certain traffic engineering functions on local municipal roads through an intergovernmental agency agreement between the County and the respective municipality. If an agreement between the County and a certain municipality is authorized by the County Manager or his/her designee, the municipality must be equipped and able to perform the installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement and subject to performing appropriate traffic engineering studies if required by such Agreement. The municipalities will also assume liability.

The fiscal impact will actually be determined during negotiations between the County and the municipality. This ordinance may increase the cost of the installation of these traffic engineering activities to the County.

3/7/06

Assistant County Manager

Memorandum

MIAMI-DADE COUNTY

Date:

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ordinance Amending Section 2-96.1, Article XIII, Chapter 2, of the Code

---

This ordinance amending Section 2-96.1, Article XIII, Chapter 2, of the Code of Miami-Dade County, Florida, providing for the Public Works Department to authorize municipalities through intergovernmental agreements to perform certain traffic engineering functions on local municipal streets, may have a positive fiscal impact to Miami-Dade County.

The amendment to the ordinance would allow the County Manager or designee to authorize municipalities, which desire and are equipped and able, to perform certain traffic engineering, installation and maintenance functions for designated traffic control devices, and to assume such responsibilities as well as all liability, through an Intergovernmental Agency Agreement without any additional cost to the County. This may allow the County in some cases to reallocate funds for other projects. The amendment also allows the County's Public Works Department to retain exclusive jurisdiction over the permanent closure of access to any road or street.

9/13/06

Assistant County Manager

Fiscal00600

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: April 25, 2006

FROM: Murray A. Greenberg County Attorney

SUBJECT: Amended Agenda Item No. 7(D)

Please note any items checked.

____	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
✓	**6 weeks required between first reading and public hearing**
✓	**4 weeks notification to municipal officials required prior to public hearing**
____	**Decreases revenues or increases expenditures without balancing budget**
____	**Budget required**
____	**Statement of fiscal impact required**
____	**Bid waiver requiring County Manager's written recommendation**
____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
____	**Housekeeping item (no policy decision required)**
____	**No committee review**

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 7(D)
4-25-06

ORDINANCE NO. 06-55

ORDINANCE AMENDING SECTION 2-96.1, ARTICLE XIII, CHAPTER 2, OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR THE TRAFFIC AND TRANSPORTATION DEPARTMENT TO AUTHORIZE MUNICIPALITIES THROUGH INTERGOVERNMENTAL AGENCY AGREEMENTS TO PERFORM CERTAIN TRAFFIC ENGINEERING FUNCTIONS ON LOCAL MUNICIPAL STREETS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

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

Section 1. Section 2-96.1, of Chapter 2, of Article XIII, Traffic and Transportation Department, of the Code of Miami-Dade County, Florida, is hereby amended as follows:[1]

ARTICLE XIII. TRAFFIC AND TRANSPORTATION DEPARTMENT

* * *

Section 2-96.1. Jurisdiction declared exclusive; tampering with Control devices prohibited.

From and after September 16, 1960, all traffic engineering services shall be performed by the traffic and transportation department, and such department shall have exclusive jurisdiction over all traffic control devices in both the incorporated and unincorporated areas of the county, and shall have exclusive jurisdiction to exercise the powers, duties and functions set forth herein. All municipalities in Dade County are prohibited from exercising any such powers, duties and functions, and shall not interfere with the performance thereof by said county department[[;]] >>; provided, however, that the County Manager or designee, in his/her sole discretion, may authorize municipalities, which desire and are equipped and able to perform certain traffic engineering functions, to assume, together with all liability and without additional cost to the County, through an individual Intergovernmental Agency

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

5

Agreement, and for local municipal streets only, the installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement and subject to performing appropriate traffic engineering studies if required by such Agreement. The Department shall, however, retain exclusive jurisdiction over the permanent closure of access to any road or street.<< It shall be unlawful for any person, firm, corporation, or other legal entity, including municipal corporations, to change, modify, install, remove, damage, deface or destroy any traffic control device, unless authorized to do so by the traffic and transportation department[[;]] >>, or by an Intergovernmental Agency Agreement.<<

* * *

Section 2. If any section, subsection, sentence, clause of this ordinance is held invalid, the remainder of this ordinance shall not be affected thereby.

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

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

PASSED AND ADOPTED:

Approved by County Attorney as to form and legal sufficiency:

Prepared by:

Thomas Goldstein

Memorandum

MIAMI-DADE COUNTY

(Second Reading 04-25-06)

Date: January 24, 2006

Agenda Item No. 7(D)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ordinance Amending Section 2-96.1, Article XIII, Chapter 2, of the Code of Miami-Dade County, Florida; Providing for the Traffic and Transportation Department to Authorize Municipalities Through Intergovernmental Agreements to Perform Certain Traffic Engineering Functions on Local Municipal Streets; Providing Severability, Inclusion in the Code and an Effective Date

---

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached Ordinance amending Section 2-96.1, Article XIII, Chapter 2, of the Code of Miami-Dade County, Florida; providing for the Traffic and Transportation Department, subsequently incorporated into the Public Works Department in 1981, to authorize municipalities through Intergovernmental Agreements to perform certain traffic engineering functions on local municipal streets.

BACKGROUND

Several municipalities have expressed a desire to design, install and maintain certain traffic control devices within their municipal boundaries along local municipal streets. The Public Works Department has had a long series of meetings with municipal representatives to reach a consensus with towns and cities that wish to utilize the administration of traffic control devices as a part of enhancing and expediting local transportation projects; while balancing the needs of other localities that wish to continue to rely on the County for such services; and also retaining the overall responsibility of Countywide traffic engineering services.

The County can enter into individual interagency agreements, on a case-by-case basis, to authorize municipalities that have the capacity to perform such functions. Such interagency agreements, as executed by me or my designee on behalf of the County and by the legally designated municipal authority, may allow the design, installation and maintenance of traffic control and calming devices on local municipal streets.

FISCAL IMPACT

The attached ordinance allows municipalities to perform certain traffic engineering functions on local municipal roads through an intergovernmental agency agreement between the County and the respective municipality. If an agreement between the County and a certain municipality is authorized by the County Manager or his/her designee, the municipality must be equipped and able to perform the installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement and subject to performing appropriate traffic engineering studies if required by such Agreement. The municipalities will also assume liability.

The fiscal impact will actually be determined during negotiations between the County and the municipality. This ordinance may increase the cost of the installation of these traffic engineering activities to the County.

3/7/06

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: April 25, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 7(D)

Please note any items checked.

____	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
✓	**6 weeks required between first reading and public hearing**
✓	**4 weeks notification to municipal officials required prior to public hearing**
____	**Decreases revenues or increases expenditures without balancing budget**
____	**Budget required**
____	**Statement of fiscal impact required**
____	**Bid waiver requiring County Manager's written recommendation**
____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
____	**Housekeeping item (no policy decision required)**
____	**No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(D)

04-25-06

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 2-96.1, ARTICLE XIII, CHAPTER 2, OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR THE TRAFFIC AND TRANSPORTATION DEPARTMENT TO AUTHORIZE MUNICIPALITIES THROUGH INTERGOVERNMENTAL AGENCY AGREEMENTS TO PERFORM CERTAIN TRAFFIC ENGINEERING FUNCTIONS ON LOCAL MUNICIPAL STREETS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

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

Section 1. Section 2-96.1, of Chapter 2, of Article XIII, Traffic and Transportation Department, of the Code of Miami-Dade County, Florida, is hereby amended as follows:

ARTICLE XIII. TRAFFIC AND TRANSPORTATION DEPARTMENT

* * *

Section 2-96.1. Jurisdiction declared exclusive; tampering with Control devices prohibited.

From and after September 16, 1960, all traffic engineering services shall be performed by the traffic and transportation department, and such department shall have exclusive jurisdiction over all traffic control devices in both the incorporated and unincorporated areas of the county, and shall have exclusive jurisdiction to exercise the powers, duties and functions set forth herein. All municipalities in Dade County are prohibited from exercising any such powers, duties and functions, and shall not interfere with the performance thereof by said county department[[.]] >>; provided, however, that the County Manager or designee, in its sole discretion, may authorize municipalities, which desire and are equipped and able to perform certain traffic engineering functions, to assume, together with all liability, through an individual Intergovernmental Agency Agreement, and for local

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

municipal streets only, the installation and maintenance of regulatory and street name signs, warning signs, construction warning signs, markings and barricades, pavement markings, traffic maintenance and traffic calming devices, all as may be specifically provided in the Agreement and subject to performing appropriate traffic engineering studies if required by such Agreement. << It shall be unlawful for any person, firm, corporation, or other legal entity, including municipal corporations, to change, modify, install, remove, damage, deface or destroy any traffic control device, unless authorized to do so by the traffic and transportation department [[→]]>>, or by an Intergovernmental Agency Agreement.<<

* * *

Section 2. If any section, subsection, sentence, clause of this ordinance is held invalid, the remainder of this ordinance shall not be affected thereby.

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

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

PASSED AND ADOPTED:

Approved by County Attorney as to form and legal sufficiency: _____

Prepared by: _____

Thomas Goldstein

5

City of Miami

Master Report

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-14-0473

File Number:	14-01100	**File Type:**	Resolution	**Status:**	Passed
Version:	2	**Reference:**		**Controlling Body:**	Office of the City Clerk
File Name:	Auth. Intergovernmental Agmt. -Traffic Devices			**Introduced:**	10/27/2014
Requester:	Department of Capital Improvement Programs/Transportation	**Cost:**		**Final Action:**	12/11/2014

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGENCY AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, REPLACING THE EXISTING INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY, APPROVED PURSUANT TO RESOLUTION NO. 11-0451, ADOPTED OCTOBER 27, 2011; TO PERFORM CERTAIN ADDITIONAL TRAFFIC ENGINEERING FUNCTIONS AND TO ALLOW THE CITY OF MIAMI ("CITY") TO INSTALL AND MAINTAIN CERTAIN TRAFFIC CALMING DEVICES OR SIGNS WITHIN LOCAL MUNICIPAL STREETS OPERATED AND MAINTAINED BY THE CITY.

Sponsors:

Notes: Version 2 has the Scrivener's amendment made by law department and per legal opinion, it may be certified instead of version 1.

Indexes:

Attachments: 14-01100 Summary Form.pdf,14-01100 Pre-Legislation.pdf,14-01100 Legislation.pdf,14-01100 - Memo - Scrivener's Error.pdf,14-0100 - Exhibit - Agreement SUB.pdf,

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Office of the City Attorney	12/3/2014	Reviewed and Approved				
1	City Commission	12/11/2014	ADOPTED				Pass
1	Office of the Mayor	12/19/2014	Signed by the Mayor	Office of the City Clerk			
1	Office of the City Clerk	12/23/2014	Signed and Attested by City Clerk				
2	Office of the City Attorney	7/9/2015	Reviewed and Approved				

Action Note: MODIFICATIONS MADE BY LAW REFLECTING SCRIVENER'S AMENDMENT-SEE SCRIVENER'S ERROR MEMO FOR MORE INFORMATION

City of Miami
Certified Copy

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-01100 **Enactment Number: R-14-0473**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGENCY AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, REPLACING THE EXISTING INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY, APPROVED PURSUANT TO RESOLUTION NO. 11-0451, ADOPTED OCTOBER 27, 2011; TO PERFORM CERTAIN ADDITIONAL TRAFFIC ENGINEERING FUNCTIONS AND TO ALLOW THE CITY OF MIAMI ("CITY") TO INSTALL AND MAINTAIN CERTAIN TRAFFIC CALMING DEVICES OR SIGNS WITHIN LOCAL MUNICIPAL STREETS OPERATED AND MAINTAINED BY THE CITY.

WHEREAS, pursuant to Resolution No. 11-0451, adopted October 27, 2011, the City Commission authorized, through an Intergovernmental Agency Agreement ("Agreement"), the installation and maintainance of traffic calming devices or signs, which included traffic circles, speed humps, and historic street name signs; and

WHEREAS, currently, traffic calming devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and sealed, and signed plans have been submitted to the Miami-Dade County Public Works and Waste Management Department ("Department") for its review and approval; and

WHEREAS, the City of Miami ("City") wishes to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to local municipal streets only, by the adoption of the attached revised Intergovernmental Agency Agreement, replacing the existing Agreement adopted October 27, 2011;

WHEREAS, the adoption of the attached revised Intergovernmental Agency Agreement will give the City the necessary jurisdiction over the installation, maintenance, and use of certain traffic calming devices, precluding the review and approval process by the Department under the existing Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Manager is authorized{1} to execute an Intergovernmental Agency Agreement, in substantially the attached form, replacing the existing Agreement with Miami-Dade County, approved pursuant to Resolution No. 11-0451, adopted October 27, 2011, to perform certain traffic engineering functions, and to allow the City to install and maintain certain traffic calming devices or signs within local municipal streets operated and maintained by the City.

Section 3. This Resolution shall become effective immediately upon its adoption and signature

of the Mayor.{2}

Date:	**DECEMBER 11, 2014**
Mover:	**COMMISSIONER SUAREZ**
Seconder:	**COMMISSIONER SARNOFF**
Vote:	**AYES: 3 - COMMISSIONER(S) GORT, SARNOFF AND SUAREZ**
	ABSENT: 2 - COMMISSIONER(S) CAROLLO AND HARDEMON
Action:	**ADOPTED**

Date:	**DECEMBER 19, 2014**
Action:	**SIGNED BY THE MAYOR**

I, Todd B. Hannon, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-14-0473, with attachments, passed by the City Commission on 12/11/2014.

7/13/2015

Deputy Clerk (for Todd B. Hannon, City Clerk)

July 13, 2015

Date Certified

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

shall remove the **COUNTY'S** stop-top street name signs by an approved sign contractor. All signs and hardware removed shall be dismantled and returned to the Traffic Signals and Signs Division of the **COUNTY'S** Public Works Department.

9. The **CITY** shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested.

10. Failure to carry out any of the duties and responsibilities assumed herein by the **CITY** may result in termination of this **AGREEMENT**, at the sole discretion of the **COUNTY.**

IN WITNESS WHEREOF, the **CITY** and the **COUNTY** have set their hands the day and year above written.

Attest:

HARVEY RUVIN, CLERK

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

MIAMI-DADE COUNTY

By: _____
County Manager

Attest:

By: _____
Priscilla A. Thompson, City Clerk

Approved as to form and legal sufficiency:

By: _____
Julie O. Bru, City Attorney

CITY OF MIAMI

By: _____
Johnny Martinez, P.E., CityManager

Approved as to insurance requirements:

By: _____
Calvin Ellis, Director
Risk Management Department

INTERGOVERMENTAL AGENCY AGREEMENT
TO PERFORM TRAFFIC ENGINEERING FUNCTIONS

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (**AGREEMENT**), made and entered into this ____ day of _____, 2011, by and between the **CITY OF MIAMI, FLORIDA**, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the **"CITY"** and **MIAMI-DADE COUNTY (COUNTY)**, a political subdivision of the STATE OF FLORIDA, MIAMI-DADE County.

WITNESSETH

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the **COUNTY**; and

WHEREAS, the **CITY** desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streets only; and

WHEREAS, the **COUNTY** has determined that the **CITY** is both equipped and able to perform the traffic engineering functions as herein specified on its local streets; and

WHEREAS the **CITY** has, by proper resolution attached hereto and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT**.

NOW THEREFORE, the **CITY** and the **COUNTY** agree as follows:

1. The recitals set forth above are incorporated herein by reference.

2. The **CITY** will only install and maintain the following designated types of traffic control devices and/or signs and only on those local municipal streets operated and maintained by the **CITY** within its boundaries:

a) Traffic Circles

b) Speed Humps

c) Historic Street Name Signs

RSR #11-1901

Traffic calming devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and sealed and signed plans have been submitted to the Public Works Department of the **COUNTY** for its review and approval.

3. The **CITY** shall attach a decal to the back of the sign panels indicating ownership and date of installation.

4. The **CITY** assumes sole and complete responsibility for the maintenance of all such signs that are installed by the **CITY** within its boundaries.

5. The **CITY** assumes sole and complete liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said traffic control devices, and hereby indemnifies to the extent allowed by 768.28, Florida Statutes, and saves harmless the **COUNTY** from any and all claims as a result of the installation, operation or maintenance of said signs attributable to the negligence of the City.

6. All traffic control signs installed by the **CITY** in accordance with this **AGREEMENT** shall conform to the applicable requirements established by the following publications:

> Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.
>
> Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.le-1989), including latest revisions.
>
> Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.
>
> Miami-Dade County Public Works Manual (available from the Public Works Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128)

7. For installation of traffic control devices, the **CITY** shall hire a **COUNTY** licensed contractor or perform the work in-house by the **CITY** Public Works crew.

8. Should the **CITY** install street name signs at the same site where a stop-top street name exists, then the **CITY** shall utilize the other corners of the intersection. Subsequently, the **CITY**, shall remove the **COUNTY'S** stop-top street name signs by an approved sign contractor. All signs

and hardware removed shall be dismantled and returned to the Traffic Signals and Signs Division of the **COUNTY'S** Public Works Department.

9. The **CITY** shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested.

10. Failure to carry out any of the duties and responsibilities assumed herein by the **CITY** may result in termination of this **AGREEMENT**, at the sole discretion of the **COUNTY.**

IN WITNESS WHEREOF, the **CITY** and the **COUNTY** have set their hands the day and year above written.

Attest:

HARVEY RUVIN, CLERK

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

MIAMI-DADE COUNTY

By: _____
County Manager

Attest:

By: _____
Priscilla A. Thompson, City Clerk

CITY OF MIAMI

By: _____
Johnny Martinez, P.E., City Manager

Approved as to form and legal sufficiency:

By: _____
Julie O. Bru, City Attorney

Approved as to insurance requirements:

By: _____
Calvin Ellis, Director
Risk Management Department

City of Miami

Legislation

Resolution: R-11-0451

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 11-00933 **Final Action Date: 10/27/2011**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY, IN SUBSTANTIALLY THE ATTACHED FORM, TO PERFORM CERTAIN TRAFFIC ENGINEERING FUNCTIONS AND TO ALLOW THE CITY OF MIAMI ("CITY") TO INSTALL AND MAINTAIN CERTAIN TRAFFIC CONTROL DEVICES OR SIGNS WITHIN LOCAL MUNICIPAL STREETS OPERATED AND MAINTAINED BY THE CITY.

WHEREAS, the City of Miami ("City") wishes to assume installation and maintenance responsibilities of certain traffic engineering functions pertaining to local municipal streets only; and

WHEREAS, the attached Intergovernmental Agency Agreement ("Agreement") authorizes the City to install and maintain traffic control devices or signs, which include traffic circles, speed humps and historic street name signs; and

WHEREAS, traffic calming devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and sealed, and signed plans have been submitted to the Miami-Dade County Public Works Department for its review and approval;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Manager is authorized {1} to execute an Agreement with Miami-Dade County, in substantially the attached form, to perform certain traffic engineering functions and to allow the City to install and maintain certain traffic control devices or signs within local municipal streets operated and maintained by the City.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

Substitute item
original can be
seen at end
of document

INTERGOVERMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (**AGREEMENT**), made and entered into this ____ day of _____,2011, by and between the **CITY OF MIAMI, FLORIDA,** a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the **"CITY"** and **MIAMI-DADE COUNTY (COUNTY),** a political subdivision of the STATE OF FLORIDA,MIAMI-DADE County.

WITNESSETH

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the **COUNTY**; and

WHEREAS, the **CITY** desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streetsonly; and

WHEREAS, the **COUNTY** has determined that the **CITY** is both equipped and able to perform the traffic engineering functions as herein specified on its local streets; and

WHEREAS the **CITY** has, by proper resolution attached hereto and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT.**

NOW THEREFORE, the **CITY** and the **COUNTY** agree as follows:

1. The recitals set forth above are incorporated herein by reference.

2. The **CITY** will only install and maintain the following designated types of traffic control devices and/or signs and only on those local municipal streets operated and maintained by the **CITY** within its boundaries:

a) Traffic Circles

b) Speed Humps

c) Historic Street Name Signs

d) In-Street Pedestrian Crossing Signs

RSR #11-1901

Traffic calming devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and sealed and signed plans have been submitted to the Public Works Department of the **COUNTY** for its review and approval.

3. The **CITY** shall attach a decal to the back of the sign panels indicating ownership and date of installation.

4. The **CITY** assumes sole and complete responsibility for the maintenance of all such signs that are installed by the **CITY** within its boundaries.

5. The **CITY** assumes sole and complete liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said traffic control devices, and hereby indemnifies to the extent allowed by 768.28, Florida Statutes, and saves harmless the **COUNTY** from any and all claims as a result of the installation, operation or maintenance of said signs attributable to the negligence of the City.

6. All traffic control signs installed by the **CITY** in accordance with this **AGREEMENT** shall conform to the applicable requirements established by the following publications:

> Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.
>
> Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.le-1989), including latest revisions.
>
> Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.
>
> Miami-Dade County Public Works Manual (available from the Public Works Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128)

7. For installation of traffic control devices, the **CITY** shall hire a **COUNTY** licensed contractor or perform the work in-house by the **CITY** Public Works crew.

8. Should the **CITY** install street name signs at the same site where a stop-top street name exists, then the **CITY** shall utilize the other corners of the intersection. Subsequently, the **CITY**,

SUBSTITUTED

INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (the "Agreement"), made and entered into this ____ day of _____, 2014, by and between the **CITY OF MIAMI, FLORIDA**, a municipal corporation of the STATE OF FLORIDA, (the "City") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, Miami-Dade County (the "County").

WITNESSETH

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County; and

WHEREAS, the City and the County previously entered into an Intergovernmental Agency Agreement for the City to perform certain traffic engineering functions on January 25th, 2012; and,

WHEREAS, the City desires to assume the installation and maintenance responsibilities of certain additional traffic engineering functions pertaining to its local municipal streets only and has requested the County to allow it to perform the function of conducting engineering studies for the feasibility of traffic calming devices and installing traffic calming devices; and

WHEREAS, the City has a Transportation Division within its Capital Improvements Programs Department, and has represented to the County that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

WHEREAS, the parties agree that once this Agreement is executed it shall supersede and replace that certain Interlocal Agreement of January 25th 2012 between the parties; and

WHEREAS the City has, by proper resolution attached hereto as Exhibit A and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT**.

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

1. The recitals set forth above are incorporated herein by reference.

2. The City may install and maintain the following designated types of traffic calming devices, and/or signs (collectively the "Traffic Calming Devices") and only on those local municipal streets operated and maintained by the City within its boundaries, and not less 700 feet from existing traffic signals, County roadways, State roadways and the boundary of City limits; or within school zones, or adjacent to bicycle facilities or hospitals:

   a) Traffic Circles

   b) Speed Humps

   c) Historic Street Name Signs

   d) In-Street Pedestrian Crossing Signs

3. Any such Traffic Calming Devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and signed and

PV

sealed by a Florida licensed professional engineer, and has received written approval by the City, through its City Manager or his/her designee. A copy of such traffic study must be submitted to the Public Works and Waste Management Department ("PWWM") of the County.

4. Any such Traffic Calming Devices may be installed on local municipal streets only after sealed and signed design plans have been reviewed and received written approval by the City, through its City Manager or his/her designee. Provided that such design plans utilize the standard County design attached as Exhibit A, no additional review or approval by PWWM shall be required before installation. To the extent that design plans deviate from the standard design attached as Exhibit "A", such plans shall be submitted to PWWM for its review and written approval. A copy of such design plans must be submitted to the Public Works and Waste Management Department ("PWWM") of the County.

5. The City shall attach a decal to the back of the sign panels indicating the City's ownership and date of installation.

6. The City assumes sole and complete responsibility for the maintenance of all such Traffic Calming Devices.

7. The City assumes sole and complete liability for any and all accidents, damages, claims, and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said Traffic Calming Devices, and hereby indemnifies and saves harmless the County from any and all claims and damages arising from such installation, operation or maintenance of the Traffic Calming Devices. All Traffic Calming Devices installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the following publications including latest revisions:

Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration

Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.

A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)

Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation

Florida Roundabout Guide, Florida Department of Transportation

Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

Florida Bicycle Facilities Planning and Design Handbook, Florida Department of Transportation

Miami-Dade County Public Works Standard Details Manual

Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revise January, 2009, Exhibit A

8. Notwithstanding any other term in this Agreement, nothing shall be deemed to be a waiver of either the City or the County's immunity or limitation of liability as provided pursuant to Section 768.28, Florida Statutes, as may be amended from time to time.

9. For installation of Traffic Calming Devices, the City shall hire a County licensed contractor or perform the work in-house by the City Public Works crew.

10. Should the City install street name signs at the same site where a stop-top street name sign exists, then the City shall first install their sign on a separate post, not to interfere with any other traffic sign, other corners of the intersection may be used for the City sign? Subsequently, the City, shall remove the County's stop-top street name signs by an approved sign contractor. All signs and hardware removed shall be dismantled and returned to the Traffic Signals and Signs Division of the County's Public Works and Waste Management Department. Street name signs installed at the intersection of two local roads should be placed at the northeast or northwest corner. City historic street name signs shall be of a design approved by PWWM. In-street pedestrian crossing signs placed on pavement shall not be metal type.

11. The City shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested by the County.

12. Either the City or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days written notice; provided, however, the City shall continue to maintain, repair, and be responsible for any traffic calming devices and signs installed by the City while this Agreement was in effect. Prior to the termination of this Agreement, however, the City may elect to remove any one or all Traffic Calming Devices installed by the City; provided the City shall restore the roadway and area in which the Traffic Calming Device was located to the condition that existed before the City's installation.

13. Upon written notification by the County, the City shall immediately remove any Traffic Calming Device, at the City's sole cost and expense that is not in compliance with the terms of this Agreement.

14. Any notice or communication required hereunder shall be addressed to the following:

TO COUNTY: Miami-Dade County

TO CITY: City of Miami

SUBSTITUTED

IN WITNESS WHEREOF, the **CITY** and the **COUNTY** have set their hands the day and year above written.

Attest: MIAMI-DADE COUNTY

HARVEY RUVIN, CLERK By:_____
County Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

Attest: CITY OF MIAMI

By: _____
Todd B. Hannon, City Clerk

By: _____
Daniel J. Alfonso, City Manager

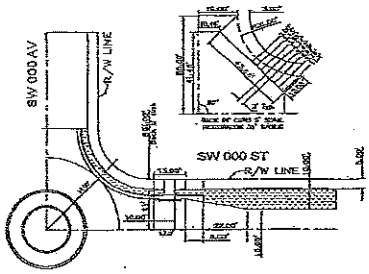
Approved as to form and legal sufficiency:

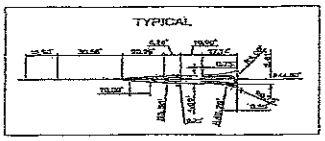
By: _____
Victoria Méndez, City Attorney

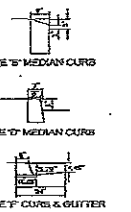
Approved as to insurance requirements:

By: _____
Ann-Marie Sharpe, Director
Risk Management Department

SUBSTITUTED



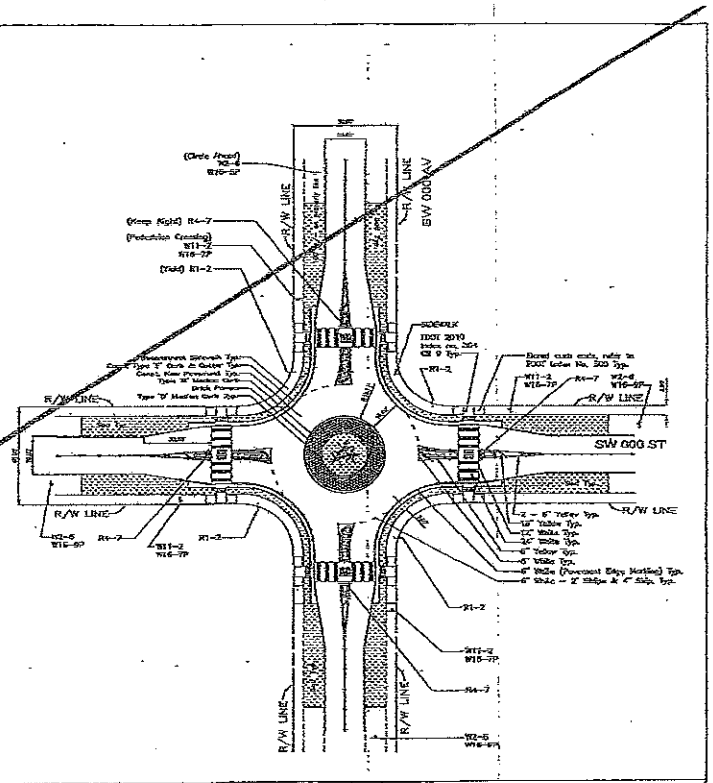




See Miami Dade County Public Works Manual, Standard Road Details: Curbing R 14.1 to R 14.5

NOTE: TYPICAL PER FHWA ROUNDABOUT GUIDELINE, MINIMUM BUFFER BETWEEN BACK OF CURB AND FRONT OF SIDEWALK TO BE 2'.

PAY NO.	DESCRIPTION	UNIT	QUANT.	UNIT COST	TOTAL
102-1	MAINTENANCE OF TRAFFIC	LS	1		
110-1-1	REMOVAL OF EXISTING PAVEMENT (Asphalt concrete, sidewalk, curb & gutter)	SY			
120-1	ASPHALT BASE COURSE (50% S' base 50 3' Type, [illegible])	SY			
	(Delay not 3" asphaltic of pavement)				
334-2-13-1	ASPHALTIC CONCRETE (Type S, 1" thick)	Tons			
520-1	CONCRETE CURB AND GUTTER (Jaw type and base thick)	LF			
522-407	CONCRETE SIDEWALK (4" thick 3000 PSI concrete at 28 days)	SY			
536-10-20	BOLLARDS	EA			
570-1-1	SODDING (Permanent Bahia or match existing sod, including watering)	SY			
522-1	PLAIN CURB TYPE (2' to 30' 10' or deep [illegible])	LF			
700-1-10	[illegible] (Reflective zone & [illegible])	EA			
700-1-11	INTERLUDE PAVEMENT MARKER, PERMANENT ([illegible])	EA			
710-11-123	SOLID 90/10 SURFE, REMOVABLE ([illegible])	LF			
711-11-123	SOLID PAINT STRIPE, THERMOPLASTIC ([illegible])	LF			
711-11-124	SOLID PAINT STRIPE, THERMOPLASTIC (6" white)	LF			
711-11-125	SOLID PAINT STRIPE, REMOVABLE (12" white)	LF			
711-11-126	SOLID PAINT STRIPE, REMOVABLE (18" white)	LF			
711-3	SKIP PAINT STRIPE, THERMOPLASTIC (6" white)	LF			
			TOTAL COST		



MIAMI-DADE COUNTY	PWWM	MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT TRAFFIC ENGINEERING DIVISION						CIRCLE 60' - 50' R/W
		SHEET 1 OF 1	00 R/EM	00/2014 DATE	00/00 DATE	DESCRIPTION	BY	J. HUSING DESIGN	00/00/2014 DATE

To: Honorable Mayor and Village Council

Date: September 12, 2016

From: Edward Silva, Village Manager

Re: Geographic Information System (GIS) Professional Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO CONTRACTS; APPROVING THE VILLAGE MANAGER'S SELECTION OF 300 ENGINEERING GROUP, INC., TO PROVIDE PROFESSIONAL GIS SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH THE SELECTED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND:

In an effort to procure continuing Geographic Information System (GIS) services for the Village, RFP-1516-07-004 was issued in accordance with established ordinances and guidelines to solicit the most responsive and cost-effective qualified proposer to provide the services as delineated in that request (copy of RFP-1516-07-004 is attached as Exhibit A).

The Village Manager determined 300 Engineering Group, Inc., to be the most responsive and cost-effective responder (copy of Bid Tabulation is attached as Exhibit B). The selection was made pursuant to the request for proposal rules and procedures.

The Village's GIS program is 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 active 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 $735.00, which includes the first 10 hours of services provided. Every hour thereafter is charged at an hourly rate as provided for in the submittal provided by 300 Engineering Group, Inc. Budgeting for the service is set at $14,000 annually. During the first half of Fiscal Year 2015-16, $8,500 was charged and spent from the GIS account. Total expenditures to date for Fiscal Year 2014-15 were $10,625.

RECOMMENDATION:

The Village Manager is requesting authorization to enter into contract negotiations with 300 Engineering Group, Inc., to provide GIS services (copy of Manager's Recommendation is attached as Exhibit C); therefore, approval is recommended. The vendor is the most responsive and cost-effective qualified proposer.

Attachments:

- Exhibit A – Request for Proposal (RFP)1516-07-004/GIS
- Exhibit B – Bid Tabulation
- Exhibit C – Manager's Recommendation

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE VILLAGE MANAGER'S SELECTION OF 300 ENGINEERING GROUP, INC., TO PROVIDE PROFESSIONAL GIS SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH THE SELECTED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, on June 14, 2016, the Village Procurement Division opened sealed bids solicited under Request for Proposals (RFP) No. 1516-07-004 for Geographic Information System (GIS) – Professional Services; and

WHEREAS, a selection committee reviewed the applications and found 300 Engineering Group, Inc., to be responsive to that RFP in providing the documents required for consideration; and

WHEREAS, the Village Manager finds 300 Engineering Group, Inc., as the most responsive and cost-effective qualified proposer; and

WHEREAS, the Mayor and Village Council desire to approve the selection of 300 Engineering Group, Inc., as the most responsive proposer and authorizes the Village Manager to begin negotiations with that firm for the efforts of negotiating a contract for review, consideration, and approval by the Village Council.

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

Section 1. The firm, 300 Engineering Group, Inc., is selected as the most responsive and cost-effective qualified proposer to provide the Village with professional Geographic Information System (GIS) services, and the Village Manager is authorized to negotiate a Contract with the selected firm.

Section 2. Should said negotiations be successful, the Village Manager shall bring the negotiated contract to the Village Council for their review and approval consideration.

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

PASSED and ADOPTED this _____ day of September, 2016.

Attest: _____

Missy Arocha
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

EXHIBIT A

REQUEST FOR PROPOSAL
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Geographic Information System (GIS)-Professional Services

RFP NO.:

1516-07-004

DUE DATE:

Tuesday, June 14th 2016 — **on or before 3:00pm Municipal Building**

ISSUED: Friday, May 13th 2016

CONTACT PERSONS:

Director of Planning and Zoning
Darby Delsalle
Village of Palmetto Bay
DDelsalle@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Finance Department
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement

VILLAGE OF PALMETTO BAY
REQUEST FOR PROPOSAL (RFP)
GEOGRAPHIC INFORMATION SYSTEMS (GIS)
PROFESSIONAL SERVICES

No. 1516-07-004

The Village of Palmetto Bay is currently soliciting proposals from qualified individuals or firms to provide geographic information system (GIS) professional services to the Village. The required professional services shall include ongoing maintenance of the Village's GIS and further development of the GIS in collaborations with various Village departments.

Sealed proposals will be received by the Village Clerk, 9705 East Hibiscus Street, Palmetto Bay, FL 33157, on or before June 14, 2016, no later than 3:00 pm, at which time they will be publicly opened and announced. To be considered, all interested parties must request a copy of the Request for Proposals (RFP) and submit one (1) original and five (5) copies of the required information and documents in one (1) sealed envelope, entitled "RFP #1516-07-004: GEOGRAPHIC INFORMATION SYSTEM (GIS) PROFESSIONAL SERVICES." Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the RFP.

The Village reserves the right to reject any or all proposals, to terminate the process at any time, to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified individuals can obtain a copy of this RFP electronically by emailing the request or obtaining a the proposal in person at the Municipal Building located at 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157, contact person is the Procurement Specialist, Litsy C. Pittser Lpittser@palmettobay-fl.gov.

SECTION 2.0: Introduction

The Village of Palmetto Bay was incorporated in September, 2002, as the 33rd municipality in Miami-Dade County. The current population is approximately 24,000. The Village is located within Miami-Dade County with the Village of Pinecrest to the north, the Town of Cutler Bay to the south and Miami-Dade County to the west.

The Palmetto Bay Geographic Information System (GIS) is composed of two (2) main components: (1) Web-Based Applications and (2) Desktop Applications and GIS Datasets. The desktop and data component is composed of GIS template data and Map Documents (.mxd files) that have been created and stored on the server which provide Palmetto Bay staff with a template from which to print, export maps or create data. However, all the datasets and map documents can be saved as a writeable copy into a separate folder on the GIS server to give users the ability to create custom maps and analysis tools from the template data. Users access this data through ESRI's ArcView software that is installed on desktop computer. The data is currently composed ESRI personal geodatabases and shapefiles.

The Palmetto Bay web-based GIS application allows users to query any property in the Village of Palmetto Bay and bring up owner information and links to plats, zoning resolutions, and deeds. In addition to property information, an interactive map of the selected property is displayed along with a multitude of other mapping layers such as zoning, land use parks, high resolution aerial imagery, streets, addresses, water connection and water lines, sewer connection data and sewer lines, storm drainage data, and flood zone information. The application includes tools to zoom in, zoom out select parcels clear selection, pan print, measure and buffer. The web application also has a mailing labels button. Using the print mailing labels button, users can create a text file that can be used to create mailing labels. Aerial imagery is included in the application for years 2001, 2003, 2005, 2006, 2007, 2009, and 2012. The website currently uses ESRI's ArcGIS Server technology.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Request for Proposal (RFP) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the RFP specifications.

3.01 Errors and Omissions in RFP

Companies are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Inquires must be received by, Wednesday, June 8th 2016 no later than 3:30pm.

3.03 Addenda to RFP

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the RFP. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each

respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.04 Proposal Withdrawal and Opening

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

3.05 Revision of Bids

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Reissue an Request for Proposal; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

3.07 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this RFP.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding his bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this RFP.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

3.10 Certification

The signer of this Request for Proposal (RFP) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
    - **a.** Compliance with Laws
    - **b.** Compliance with RFP and Village Requirements and Ordinances
    - **c.** No Delegation
    - **d.** True and is made in good faith without fraud; Accurate Information
    - **e.** Full Authority to Bind
    - **f.** Contingency Fee and Code of Ethics Warranty
    - **g.** Non-Discrimination
    - **h.** Copeland Anti-Kickback
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the

Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Planning and Zoning Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.16 Submittal of One Bid Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and

alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the particular term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Litigation

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.21 Sub-contractors

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

3.22 Indemnification

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.23 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new and be the latest model, of the best quality, and highest grade workmanship.

3.24 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.25 Force Majeure

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.26 Work Delays

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.27 Bid Guaranty

Not Applicable for the RFP.

SECTION 4.0: Scope of Services

4.01 General Scope

There are two (2) components to the scope of work to be provided by the successful Proposer. They are as follows:

a. Ongoing maintenance services.
   - Upgrades to the ArcGIS Server Application.
   - Regular maintenance and updates to the GIS database and software.
   - Create custom maps when requested by Village staff.
   - Weekly updates to the system using Miami-Dade County property appraiser records.
   - Updates to water and sewer data as needed using Miami-Dade GIS data.
   - Update Village storm drainage inventory data using as-built drawings of newly installed systems.
   - Generation of mailing labels upon request of Village staff.
   - Ad-hoc generation of maps, updating of mapping templates, printing and laminating of atlases upon request of Village staff.
   - Continued assessment and provision of miscellaneous administrative tasks required for the ongoing functionality and availability of the GIS system software and hardware.

b. GIS development services.
   - Creation/maintenance of ArcGIS server web application which contains all the capabilities of the current ArcIMS application as listed in Section 2.01. The Respondent shall also provide an interface to Village historical zoning documents.
   - 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.
   - Preparation of recommendations to the Village of additional software and hardware requirements. Staff training for new applications.

4.02 Special Conditions to the Scope

- **Term of Contract**
  The contract term shall be for a period of two (2) years with two additional one (1) year options to extend.

- **Compensation for Services**

Compensation will be a negotiated price for services. All reimbursable expenses shall be billed at actual cost. Proposal submissions shall include a price, which will be taken into consideration during the selection process for the following services:

a. Ongoing maintenance of the Village's GIS. The price shall be presented as a monthly fee for a specific number of hours proposed to accomplish the required tasks plus and hourly rate for additional services, should be required; and,

b. Development of the GIS for additional Village departmental needs. Specify the methodology for pricing GIS developments services.

- **Assistance Provided by the Village**

a. The Village will provide one (1) GIS server, an ArcGIS server Workgroup Standard and ArcIMS, in addition to the customary GIS equipment operating and office supplies. The Village shall also maintain the subscriptions to obtain Miami-Dade GIS data, aerial photographs, property appraiser records and other GIS required licenses.

SECTION 5

5.00 Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **Six (6) bids in total:** One (1) original and five (5) identical copies of the bid labeled ***Geographic Information Systems (GIS) Professional Services – RFP # 1516-07-004*** in the lower left hand corner and addressed to:

Village of Palmetto Bay
Attn: Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section*:**

Section 8 (Required Proposal Forms)

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non- responsive.

a. A cover letter indicating an interest in providing geographic information system (GIS) professional services to the Village.

b. Respondent's Qualifications, Related Experience and References:

Provide the professional qualifications of the Respondent. Please include resumes for all individuals to be assigned to carrying out the scope of services required by the Village.

Describe the professional experience of the Respondent in zoning, land use, code enforcement, real estate transactions or litigation.

Describe the professional expertise and experience of the Respondent in performing GIS maintenance and development services for local governments of the past three (3) years. Describe familiarity with the systems used by the Village and suggest GIS enhancements indicating a clear understanding of the municipal GIS needs and requirements.

Include a list of municipal clients services, description of services of a similar nature provided, length of time service was provided, contact names and phone numbers. Ability to successfully develop and maintain good working relationships with Village staff is essential.

Describe availability for carrying out the scope of services and turn-around time for requests made by Village staff.

c. Charge/Compensation for Services:

Present proposed charge for both types of services (ongoing GIS system maintenance and GIS development) to be used as the basis for negotiation of compensation to successful Respondent. (Please provide charge for 10 hours of monthly GIS Maintenance Service)

d. Documentation that all assigned professional staff are qualified to perform the desired scope of services as provided for in the proposal submission. Submittal of resume(s) is required.

END OF SECTION

SECTION 6.0: Evaluation and Selection Criteria

6.00 Evaluation Criteria

The following represents the principal selection criteria which will be considered during the evaluation process upon submission of a complete response to this RFP:

		Points
a.	Qualifications of Respondent	20
b.	Professional Expertise and Experience	20
c.	Related Experience of individual(s) to be assigned work	20
d.	Familiarity with Village Requirements & Future Development Needs	20
e.	Proposed Compensation for Services	20
	TOTAL:	100

END OF SECTION

SECTION 7.0: Schedule

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Friday, May 13th, 2016	Posted on Daily Review and Villages' Website	
Proposal Submission Due	Tuesday, June 14th, 2016	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	3:00 PM
Last Day for Questions to be Submitted	Wednesday, June 8th, 2016	Emailed to Lpitter@palmettobay-fl.gov	3:30 PM

7.02 Contract Award

A. Proposal Retention and Award

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

B. **Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Contract Requirement.

The Company to whom award is made (Company) shall execute a written contract with the Village within ten (10) calendar days after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

D. Insurance Requirements.

The Company shall provide proof of insurance in the form, coverage's and amounts specified in Section F of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.
The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

F. Failure to Accept Contract.
The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Completion of Contract.
The contract term commences after the contract has been fully executed. Company will submit the amount of calendar days it will take for the Village to take possession of the buses. (The area to complete the timeline is in Exhibits under "Bidder Summary Sheet".

END OF SECTION

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

SUB-PROFESSIONALS LIST

Company shall list all Proposed Sub-Professionals to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Professionals' Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at ***three (3)*** references, which shall include all the information requested below:

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: GEOGRAPHIC INFORMATION SYSYEMS (GIS) Professional Services
Request for Proposal No. 1516-07-004

Name of Company: _____

To Whom It May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

Length of Contract: _____
Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ____ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

_____being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

Continued on next page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a ""public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:
   A. A predecessor or successor of a person convicted of a public entity crime; or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY / BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, _____ being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

_____

Federal Employer Identification Number (If none, Social Security Number)

_____

Name of Entity, Individual, Partners or Corporation

_____

Doing Business As (If same as above, leave blank)

_____

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____

_____

_____

_____

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, RFP# **1516-07-004**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____ (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON NEXT PAGE

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Geographic Information Systems (GIS) Professional Services RFP No. 1516-07-004 in accordance with Contract Documents as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contact and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Request for Proposal met within ten (10) consecutive calendar days from _____.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

SECTION 10.0: Exhibits

AGREEMENT

VILLAGE OF PALMETTO BAY

Geographic Information Systems (GIS) Professional Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and _____ authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Request for Proposal ("RFP") on _____, and

WHEREAS, Company submitted a Bid dated _____ in response to the Village's request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the RFP and Company's Bid submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Bid Documents prepared by the Village for Geographic Information Systems (GIS) Professional Services (Exhibit 1) and attachments.

(ii) Proposal for the Village of Palmetto Bay prepared by Company dated _____. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

Article 2 Scope of Work

A. Company agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the professional service: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

Article 3 Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Company shall submit invoices detailing total cost of their services. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Planning and Zoning Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

Article 5 Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to Mr. Darby Delsalle, Director of Planning and Zoning.

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 7 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods have been delivered and inspected.

accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 8 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 9 Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 10 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

Article 11 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 12 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 13 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 14 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village: Company:

Darby Delsalle, Director
Planning and Zoning Department
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17 Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company 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 Company 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 Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 18 Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bond fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 20 Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 22 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 23 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 24 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27 Jurisdiction And Venue

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

Article 28 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, 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 in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29 Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.

Article 30 Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31 Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 32 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33 Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 34 Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 35 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Company becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 36 Warranty Of Authority

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

Article 37 Miscellaneous Provision

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

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER	COMPANY
Village of Palmetto Bay	_____
ADDRESS 9705 E. Hibiscus Street Palmetto Bay, FL 33157	ADDRESS _____ _____
BY _____	BY _____
Edward Silva Print Name	_____ Print Name
Village Manager Title	_____ Title
ATTEST	
_____ Meighan J. Alexander Village Clerk	_____ Witness
APPROVED AS TO FORM BY	_____ Print Name
_____ Village Attorney	

Village of Palmetto Bay

Bid Tabulation & Checklist -- Request For Proposal No. 1516-07-004
GEOGRAPHIC INFORMATION SYSTEMS (GIS)
Bid Open Date: June 14th, 2016 at 3:00pm

	Burns & McDonnell	300 Engineering Group	Ross GIS Consulting Inc.	
Proposal Amount				
Pricing Per Month for Maintenance	$1,800.00 8	$735.00 20 ✓	$920.00 16	20pts
Proposal Checklist				
Qualiifications of Respondent	20	20	17	20pts
Professional Expertise and Experience	20	16	15	20pts
Related Experience of Individual(s) to be assigned work	20	20	15	20pts
Familiarity with the Village Requirements & Future Development Needs	16	18	20	20pts
Overall Completeness of Proposal Submittal	✓	✓	✓	
Copies of Bid and Village Required Forms	✓	✓	✓	
Addendum Acknowledgment	✓	✓	✓	
References	✓	✓	✓	
TOTAL POINTS EARNED	84	94	83	100pts
	269	314	338.	

Date Advertised: May 13th, 2016
Publication(s): Daily Business Review

Corrice Patterson 7/7/16

EXHIBIT B

Greg Martinez

Village of Palmetto Bay

Bid Tabulation & Checklist – Request For Proposal No. 1516-07-004
GEOGRAPHIC INFORMATION SYSTEMS (GIS)
Bid Open Date: June 14th, 2016 at 3:00pm

	Burns & McDonnell	300 Engineering Group	Ross GIS Consulting Inc.	
Proposal Amount				
Pricing Per Month for Maintenance	$1,800.00 0	$735.00 20 ✓	$920.00 10	20pts
Proposal Checklist				
Qualiifications of Respondent	20	10	10	20pts
Professional Expertise and Experience	20	10	10	20pts
Related Experience of Individual(s) to be assigned work	5	10	5	20pts
Familiarity with the Village Requirements & Future Development Needs	0	10	20	20pts
Overall Completeness of Proposal Submittal	✓	✓	✓	
Copies of Bid and Village Required Forms	✓	✓	✓	
Addendum Acknowledgment	✓	✓	✓	
References	✓	✓	✓	
TOTAL POINTS EARNED	45	60	55.	100pts

Date Advertised: May 13th, 2016
Publication(s): Daily Business Review

Darby Delsalle

Village of Palmetto Bay

Bid Tabulation & Checklist – Request For Proposal No. 1516-07-004
GEOGRAPHIC INFORMATION SYSTEMS (GIS)
Bid Open Date: June 14th, 2016 at 3:00pm

	Burns & McDonnell	300 Engineering Group	Ross GIS Consulting Inc.	
Proposal Amount				
Pricing Per Month for Maintenance	$7,800.00	10 $735.00 / 1230	$920.00 20	20pts
Proposal Checklist				
Qualiifications of Respondent	20	20	20	20pts
Professional Expertise and Experience	20	20	20	20pts
Related Experience of individual(s) to be assigned work	20	20	20	20pts
Familiarity with the Village Requirements & Future Development Needs	0	0	20	20pts
Overall Completeness of Proposal Submittal	✓	✓	✓	
Copies of Bid and Village Required Forms	✓	✓	✓	
Addendum Acknowledgment	✓	✓	✓	
References	✓	✓	✓	
TOTAL POINTS EARNED	60	70	100	100pts

Date Advertised: May 13th, 2016
Publication(s): Daily Business Review

Desmond Chin

Village of Palmetto Bay

Bid Tabulation & Checklist -- Request For Proposal No. 1516-07-004
GEOGRAPHIC INFORMATION SYSTEMS (GIS)
Bid Open Date: June 14th, 2016 at 3:00pm

	Burns & McDonnell	300 Engineering Group	Ross GIS Consulting Inc.	
Proposal Amount				
Pricing Per Month for Maintenance	$1,800.00 10	$735.00 15	$920.00 20	20pts
Proposal Checklist				
Qualifications of Respondent	20	20	20	20pts
Professional Expertise and Experience	20	20	20	20pts
Related Experience of individual(s) to be assigned work	20	20	20	20pts
Familiarity with the Village Requirements & Future Development Needs	10	15	20	20pts
Overall Completeness of Proposal Submittal	✓	✓	✓	
Copies of Bid and Village Required Forms	✓	✓	✓	
Addendum Acknowledgment	✓	✓	✓	
References	✓	✓	✓	
TOTAL POINTS EARNED	80	90	100	100pts

Date Advertised: May 13th, 2016
Publication(s): Daily Business Review

EXHIBIT C

Village of Palmetto Bay
Procurement Division - Village Manager's Office
RECOMMENDATION TO AWARD

To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 8/1/2016

RFP#: 1516-07-004 **Item/Service:** Geographic Information Systems (GIS) Prof. Services

Attached please find the score tabulation sheets with all the proposers that took part of this open bid.

I. Procurement Comments:

After reviewing the tabulations and credentials of each respondent, I would like to recommend 300 Engineering Group, Inc. They were the 2nd highest scored but they delivered the following: Lowest maintenance charge of $ 735.00, they are a Company with several employees specializing in different fields like architecture, engineering and drafting which will add to the value of our GIS system. Their references and reference letters from Miami-Dade County and Miami Dade Water and Sewer shows that the Company has the caliber to not only have the personnel to do the small projects but also they have the capability to perform high level tasks.

II. Recommendation:

a. Which bid is being recommended to Award? 300 Engineering Group, Inc.

b. Does the response being recommended to proceed for an award meet the specifications as per the request and as advertised? Yes _X___ No _

If No, is the variance considered: Minor ____ Major _

c. Is the recommendation the lowest bid received? Yes __X__ No ____

The results of the recommendation are attached.

III. Procurement Action/Recommendation(s):

Based on the results of the scoring sheets and the assesment of all the points addressed on Section I. Procurement Comments

IV. Recommendation Approval:

Acceptance to Move Forward with Award

Mr. Edward Silva, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

To: Honorable Mayor and Village Council

Date: September 12, 2016

From: Edward Silva, Village Manager

Re: Tip Top Enterprises, Inc. – Contract for Landscape/Ground Maintenance Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PARKS AND RECREATION AGREEMENT FOR LANDSCAPE/GROUND MAINTENANCE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE CONTRACT FOR LANDSCAPE/GROUND MAINTENANCE SERVICES UNDER REQUEST FOR PROPOSAL (RFP) NO. 2013-PR-002 FOR ONE ADDITIONAL YEAR FOR CORAL REEF PARK AND PALMETTO BAY PARK WITH THE OPTION TO ADD ADDITIONAL VILLAGE PARKS UNDER THE SAME TERM AND CONDITIONS OF RFP-2013-PR-002 LANDSCAPE/GROUNDS MAINTENANCE SERVICES; FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS IN AN AMOUNT UP TO $42,336 DURING FISCAL YEAR 2016-17; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND:

The Village is responsible for maintaining the landscape aesthetics and ground maintenance of all its park facilities. Resolution No. 2013-65, hereto attached as Exhibit A, was passed and adopted on September 9, 2013, approving the selection of Tip Top Enterprise, Inc., for annual landscape/ground maintenance services to include: mowing, weed-eating, edging, weed control, shrub/hedge trimming, and litter/debris/leaf control at all park facilities for a period of three (3) years with the option to renew for an additional two (2), one (1) year terms under the same terms and conditions.

The Agreement with Tip Top, Enterprise, Inc. was entered into by and between the Village of Palmetto Bay and Tip Top Enterprise, Inc. on September 11, 2013 for a period of three (3) years, expiring on September 11, 2016. Copy of the Agreement is attached as Exhibit B.

The Public Services Department recommends that it is in the best interest of the Village to continue the contract with Tip Top Enterprise, Inc. as they procure superior qualification knowledge, experience, and has provided quality services in compliance with the terms and

conditions set forth by the Agreement as well as their availability and capacity for provision of annual Landscape/ Ground Maintenance Services in accordance with the scope of work under Request for Proposal No. 2013-PR-002.

During Fiscal Year 2016-17, the Public Services Department anticipates expending an amount up to $42,336.00 for landscape/ground maintenance services for Coral Reef Park and Palmetto Bay Park with the option to add additional parks under the same terms and conditions if needed. Currently, Perrine Wayside, Ludovici and Thalatta Estate landscape and ground maintenance services are managed with in-house ground maintenance staff. Tip Top Enterprise, Inc. has accepted the continuation term of agreement. The agreement will commence on September 12, 2016 and end on September 30, 2017.

Village administration is respectfully requesting the Mayor and the Village Council of the Village of Palmetto Bay to authorize the Village Manager to renew the agreement with Tip Top Enterprise, Inc. for an additional one (1) year for provision of annual landscape/ ground maintenance services at Coral Reef Park and Palmetto Bay Park to include: mowing, weed-eating, edging, weed control, shrub/hedge trimming, and litter/debris/leaf control during Fiscal Year 2016-17 in accordance with the terms and conditions detailed in the Agreement with the option to add additional parks as needed.

- Coral Reef Park, 7895 SW 152nd Street, Palmetto Bay, FL
  Total acreage = 53
  Acreage to be maintained under the scope of the Agreement = 35

- Palmetto Bay Park, 17535 SW 95th Avenue, Palmetto Bay, FL
  Total acreage = 25
  Acreage to be maintained under the scope of the Agreement = 15

Tip Top Enterprise, Inc. will maintain each of the above listed parks a maximum of 32 times per year.

FISCAL/BUDGETARY IMPACT:
Funding is available and budgeted for this item under "General Funds – Coral Park and Palmetto Bay Landscape Maintenance in an amount not to exceed $42,336 during Fiscal Year 2016-17.

RECOMMENDATION:
Approval is recommended.

Attachments:

- Exhibit A – Resolution No. 2013-65
- Exhibit B – Agreement between Tip Top Enterprises, Inc. and the Village

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PARKS AND RECREATION AGREEMENT FOR LANDSCAPE/GROUND MAINTENANCE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE CONTRACT FOR LANDSCAPE/GROUND MAINTENANCE SERVICES UNDER REQUEST FOR PROPOSAL (RFP) NO. 2013-PR-002 FOR ONE ADDITIONAL YEAR FOR CORAL REEF PARK AND PALMETTO BAY PARK WITH THE OPTION TO ADD ADDITIONAL VILLAGE PARKS UNDER THE SAME TERM AND CONDITIONS OF RFP-2013-PR-002 LANDSCAPE/GROUNDS MAINTENANCE SERVICES; FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS IN AN AMOUNT UP TO $42,336 DURING FISCAL YEAR 2016-17; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, the Village is responsible for maintaining the landscape aesthetics and ground maintenance of all its park facilities; and

WHEREAS, as per Resolution No. 2013-65, passed and adopted on September 9, 2013, approved the selection of Tip Top Enterprise, Inc. to provide annual landscape/ground maintenance services to include: mowing, weed-eating, edging, weed control, shrub/hedge trimming, and litter/debris/leaf control at all park facilities for a period of three (3) years with the option to renew for an additional two (2), one (1) year terms under the same terms and conditions; and

WHEREAS, the Agreement between Tip Top, Enterprise, Inc. and the Village of Palmetto Bay was entered into on September 11, 2013 for a period of three (3) years, expiring on September 11, 2016; and

WHEREAS, the Public Services Department recommends that it is in the best interest of the Village to continue the contract with Tip Top Enterprise, Inc. as they procure superior qualification knowledge, experience, and have provided quality services in compliance with the terms and conditions of the Agreement as well as their availability and capacity for provision of annual landscape/ground maintenance services in accordance with the scope of work under Request for Proposal No. 2013-PR-002; and

WHEREAS, landscape/ground maintenance services are performed with in-house staff at: Perrine Wayside Park, Ludovici Park, and Thalatta Estate; and

WHEREAS, during Fiscal Year 2016-17, the Public Services Department anticipates expending an amount up to $42,336 for landscape/ground maintenance services for Coral Reef Park and Palmetto Bay Park with the option to add additional parks under the same terms and conditions if needed; and

WHEREAS, Tip Top Enterprise, Inc. has accepted the continuation term of the Agreement, which will commence on September 12, 2016 and end on September 30th, 2017; and

WHEREAS, Village administration is respectfully requesting the Mayor and the Village Council of the Village of Palmetto Bay to authorize the Village Manager to renew the agreement with Tip Top Enterprise, Inc. for an additional one (1) year for provision of annual Landscape/ Ground Maintenance Services at Coral Reef Park and Palmetto Bay Park to include: mowing, weed-eating, edging, weed control, shrub/hedge trimming, and litter/debris/leaf control in Fiscal Year 2016-17, in accordance with the terms and conditions detailed in the Agreement with the option to add additional parks as needed; and

WHEREAS, the Village Council finds that this Resolution authorizing a one (1) year extension of the current contract with Tip Top Enterprise, Inc. is in the best intersect of the Village as there is insufficient staff and equipment available to effectively maintain the more than 50 acres of park green space with current in-house staff.

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

Section 1. The Village Council hereby approves one (1) year extension of the current Agreement with Tip Top Enterprise, Inc. for provision of annual Landscape/Ground Maintenance Services at Coral Reef Park and Palmetto Bay Park to include: mowing, weed-eating, edging, weed control, shrub/hedge trimming, and litter/debris/leaf control in Fiscal Year 2016-17, in accordance with the terms and conditions detailed in the Agreement with the option to add additional parks as needed for an amount not to exceed $42,336.00.

Section 2. The Village Manager is hereby authorized to extend the current Agreement with Tip Top Enterprise, Inc. for provision of annual Landscape/ Ground Maintenance Services at Coral Reef Park and Palmetto Bay Park to include: mowing, weed-eating, edging, weed control, shrub/hedge trimming, and litter/debris/leaf control for an additional one (1) year term commencing September 12, 2016 and ending September 30, 2017 in accordance with the terms and conditions detailed in the Agreement with the option to add additional parks as needed for an amount not to exceed $42,336.00.

Section 3. This Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED this _____ day of September 2016.

Attest: _____ _____

Missy Arocha
Village Clerk

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

EXHIBIT A

RESOLUTION NO. 2013-65

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE VILLAGE MANAGER'S RECOMMENDATION OF TIP TOP ENTERPRISES INC. AS THE MOST RESPONSIVE BIDDER FOR THE LANDSCAPE/GROUNDS MAINTENANCE SERVICES; AND, FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR SERVICES UNDER RFP-2013-PR-002 TO TIP TOP ENTERPRISES INC., FOR THE LANDSCAPE/GROUND MAINTENANCE SERVICES AT A COST OF $71,250; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in an effort to re-established permanent landscape maintenance services for Village parks, RFP-2013-PR-002 was prepared and issued in accordance with procurement policies; and

WHEREAS, an evaluation committee met on June 26th, 2013 to discuss and rank all proposals received, and recommended Tip Top Enterprises, Inc., as the most responsive and qualified proposer meriting negotiations with the Village Manager and subsequent award of contract; and

WHEREAS, the Mayor and Council authorized the Village Manager to enter into said contract negotiations with Tip Top Enterprises, Inc., regarding Landscape/Ground Maintenance services pursuant to RFP-2013-PR-002 on July 11, 2013 via resolution no. 2013-59; and

WHEREAS, the subject negotiations, as authorized by Resolution 2013-59, resulted in agreement of a governing contract at a cost of $71,250; and,

WHEREAS, have been identified and approved in the FY2012-2013 Annual Budget and; and,

WHEREAS, the Mayor and Council are recommended by the Village Manager to approve the contract with Tip Top Enterprises, Inc., for Landscape/Grounds Maintenance services as specified in RFP- PR-2013-002; at a cost of $71,250 and pursuant to the terms and conditions provided in the agreed upon proposed contract.

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

Section 1. The Village Council hereby approves the contract for Landscape/Grounds Maintenance services to Tip Top Enterprises, Inc., at a cost of $71,250, as provided in the contract attached hereto as exhibit 1,

Section 2. The Village Manager is hereby authorized to enter into agreement with Tip Top Enterprises, Inc.; pursuant to agreed upon terms and conditions and at a cost of $71,250, for Landscape/Grounds Maintenance services.

Section 3. .This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of September, 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	YES
Council Member Tim Schaffer	YES
Council Member Joan Lindsay	YES
Vice-Mayor John DuBois	YES
Mayor Shelley Stanczyk	YES

EXHIBIT B

AGREEMENT BETWEEN THE VILLAGE OF PALMETTO BAY
AND TIP TOP ENTERPRISES, INC., FOR LANDSCAPE/GROUNDS MAINTENANCE

THIS AGREEMENT is made and entered into this 11th day of September, 2013, by and between the Village of Palmetto Bay, a Florida municipal corporation (the "Village"), and Tip Top Enterprises, Inc ("Contractor/Proposer").

RECITALS

1. The Village has under its control five (5) parks in which a myriad of activities occur, including special events, rental functions and self-directed activity such as walking and exercising; all of which require a safely maintained and aesthetically pleasing environment in which to recreate.

2. The Village desires to obtain landscape/grounds maintenance services to maintain the parks in a pristine condition pursuant to the terms of this agreement.

NOW, THEREFORE, in consideration of $10.00, the mutual covenants and conditions contained herein, the receipt of which is acknowledged, the parties agree as follows:

PURPOSE/AUTHORIZATION

1. The purpose of this Agreement is to provide for the Village's retention of Contractor/Proposer to provide landscape/grounds maintenance services at various Village parks and/or Village facilities on a pre-scheduled basis and as described in Section 2 below.

2. Scope of Services

a. The Village grants to the Contractor/Proposer the non-exclusive right to provide landscape/grounds maintenance services at selected parks and/or facilities as contemplated herein. The Contractor shall adhere to established rules and conditions concerning landscape/grounds maintenance services at Village park facilities. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

b. The Contractor shall provide Landscape/Grounds Maintenance Services at Coral Reef Park, Palmetto Bay Park, Perrine Wayside Park, Ludovici Park and Thalatta Estate, as per specifications and frequencies which are designed to effectuate a level of consistency and aesthetically pleasing and usable parks agreed upon by the parties via work orders.

c. Contractor shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village of Palmetto Bay. Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; leaf control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly.

d. The Contractor shall provide the Village, with the bid, a copy of their occupational/business licenses. Contractor's certification as a Certified Landscape Professional (CLP) through the Professional Lawn Care Association of America (PLCAA) or similar certification is preferred. The Contractor warrants that the products and services supplied/performed to the Village shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 19780 (OSHA), as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

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_____ Contractor
_____ Village

e. Contractor shall assign personnel that are to possess desirable qualities and knowledge to carry out specific tasks as delineated in the underlying RFP and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's business. Contractor shall hire personnel and train the personnel to ensure the Contractor can perform the services delineated in the RFP. Contractor shall instruct and require its personnel to perform the services specified herein in an orderly and efficient manner while enforcing the regulations of the Village with regards to safety and usability of facilities, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's business. Contractor shall utilize personnel that have successfully passed a background investigation and a drug screening; which shall be performed at Contractor's expense. The Village may be provided access to personnel file(s) for review upon request of the Village to ensure that there is no violation of the Shannon Melendi Act by the employees/personnel of contractor. As required by state law, all personnel must be a Citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151.

f. Contractor shall not assign personnel to the Village if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior during employment, including but not limited to unsafe or unreasonable driving, repeated misconduct or poor performance; or criminal convictions involving moral turpitude or drug related offenses) during employment with Contractor. The Village reserves the right to request the reassignment of Contractor's personnel for any reason, at anytime during this contract term. The Village has a zero tolerance policy towards nonperformance of contracts; the use of alcohol, drugs or non-prescription medications which affect job performance; inability to communicate (both verbally and in writing) with Village staff; theft; and unprofessional conduct. Contractor's personnel are not to be accompanied in their work area or performance of their duties as delineated in the RFQ by acquaintances, family members or other persons.

g. The Contractor is required to provide training to all of its personnel assigned to provide services under the RFQ, including on-site training as may be necessary, in order that the Village be assured said personnel are capable of assuming the responsibilities of respective assignments. The costs of any and all training shall be considered as a part of the Contractor's operational expenses. Records of training shall be maintained in the respective Contractor personnel files as to those persons assigned to provide services to the Village.

h. Contractor shall provide a maintenance supervisor or lead person to have supervisory responsibility over all of the Contractor's personnel on duties for respective assignment. The Contractor shall designate a person the directly handled any situations which may arise regarding required maintenance and/or the performance of same.

i. Reserved.

j. The Village parks are open to the public between the hours of 7:00 a.m. to 7:00 p.m., or suntise and sunset, which ever is earlier. As such all services by Contractor are to be conducted while the parks are open, or at a minimum 30 minutes before sundown' Monday through Friday. Work performed at any other hours will require prior written approval from the Village Manager or appointed designee.

k. . Uniforms/Equipment

i. Contractor is responsible for the appearance of all Contractor's personnel. It is the Village's understanding that Contractor has a uniform and grooming policy which requires all of Contractor's personnel to be well groomed and neatly uniformed while on-duty. Contractor advises that the uniforms supplied by Contractor shall include Contractor's name to easily identify Contractor's personnel assigned under the RFP. Contractor advises that all its personnel are required to wear protective eyewear and/or face guards to protect themselves from injury while performing services at Village parks.

ii. Contractor in bidding under the RFP understood as services are provided at the Village's public parks, and as the Village provided standards under the RFP as to the services sought, the Contractor and its personnel shall adhere to the standards delineated in the RFP. The Contractor shall not permit the use of any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically

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____ Contractor
____ Village

delineated and authorized under the RFP and scope of services. Contractor and assigned personnel of Contractor shall adhere to all OSHA and state safety regulations.

iii. All equipment used by the Contractor is also to be kept clean, well-maintained and in safe operating conditions at all times; free from defects or wear which may constitute a hazard to any persons on Village property. The Contractor shall provide the Village a complete inventory of all Contractor owned landscape/grounds maintenance equipment to be utilized under the RFP proposal, that has been accepted. All equipment to be utilized must be aesthetically appropriate, be reliable, and utilized in a safe manner. The Village shall immediately notify Contractor of any equipment that is perceived to be defective, inappropriate, unreliable or unsafe. That equipment will not be utilized in Village parks. Village designated person may periodically inspect the sharpness of mover blades on equipment to be utilized in the Village Parks. Contractor agrees to cooperate accordingly an schedule sharpening upon Village request.

l. Facilities. Village currently has jurisdiction over five (5) parks and request scheduled landscape/grounds maintenance services at each with frequencies as designated by the Village. Said landscape/grounds maintenance services incorporates all areas of the park excluding designated areas noted below:

i. Coral Reef Park: 7895 SW 152 Street, Palmetto Bay; total acreage = 53
Approximate acreage to be maintained = 35
(20 acres Common Area; 15 acres Athletic Fields)

- Excludes trimming of any shrubbery within the Ken Robinson Meditation Garden
- Excludes any areas within the Pineland Preserve
- Excludes three (3) athletic fields unless authorized under optional services

ii. Palmetto Bay Park: 17535 SW 95 Avenue, Palmetto Bay: total acreage = 25
Approximate acreage to be maintained = 15

- excludes six (6) ball fields (within fence lines) unless authorized under optional services

iii. Perrine Wayside Park: 16425 South Dixie Highway: total acreage = 2.5
Approximate acreage to be maintained = 2.5

- exclusions: none

iv. Ludovici Park: 17641 Old Cutler Road, Palmetto Bay: total acreage = 2.64
Approximate acreage to be maintained = <1

- excludes butterfly garden areas
- excludes bayside property of National Parks Service
- excludes abutting Palmetto Bay Center property

v. Thalatta Estate: 17301 Old Cutler Road, Palmetto Bay: total acreage = 4.5
Approximate acreage to be maintained = 3

- excludes trimming of all trees and shrubbery..

m. Technical Specifications

i. Mowing

- Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All liter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans or other materials. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. Any and all grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.
- The cutting height shall be a minimum of 2 ½ " to a maximum of 3" above soil level unless otherwise directed by Village (e.g. Thalatta). All equipment shall be cleaned

_____ Contractor
_____ Village

before and after each use with water at a high pressure as to not allow cross pollination of seeds. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

- Mowing shall be done carefully so as not to bark trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation times, curbs or other facilities and/or amenities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
- Rotary mowers will be used on St. Augustine grass. Reel mowers or rotary mowers specially designed to cut Bermuda grasses shall be used on Bermuda grass. All mowing shall be done with finish mowers.

ii. Weed-Eating

- Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings fro mewed-eating must be removed form around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

iii. Edging

- The Contractor shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line. Contractor shall exercise care in edging tree rings and flowerbeds in order to protect roots/plants.
- Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed s needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within 48 hours of the occurrence at the Contractor's expense.

iv. Weed Control

- Weeds are to be manually removed from shrubs, hedges, ground cover and/or flower beds and tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines.

v. Shrub/Hedge Trimming

- All trimming will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at a frequency of once per month.
- Hedges shall be maintained in a geometric form and may be sheared by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and disposed of off site by the Contractor, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Contractor.
- Contractor shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces; e.g., maximum height, etc.
- Ground cover shall also be selectively cut back to encourage lateral growth, etc, at the collective agreement of both Contractor and Village.

vi. Litter/Debris/Leaf Control

- Litter removal from all locations shall be done for all areas maintained by the contractor during each frequency visit, including grass areas, plant beds, etc; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

____ Contractor
____ Village

- During each frequency visit, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by Contractor

vii. Frequency of Services:

- Coral Reef Park; Palmetto Bay Park; Ludovici Park:
  Mowing/Weed-eating/Edging/Weed Control/Litter Control:
  - April 1th through September 30th = once every 10 days
  - October 1st through March 31st = once every 14 days
- Perrine Wayside Dog Park:
  Mowing/Weed-eating/Edging/Weed Control/Litter Control:
  - 2nd and 4th Tuesday of each month; schedule to be provided via work orders
- Thalatta Estate:
  Mowing/Weed-eating/Edging/Weed Control/Litter Control:
  - March 1st through October 31st = once every 7 days on day-of- week specified by Village
  - November 1st through February 28th = once every 14 days on Work order shall issue for necessary work relating to landscaping services required.

n. The Provisions of the underlying RFP are incorporated by reference and attached hereto as a part of this Contract. If a conflict between the provisions of this agreement and any attachment, the provisions of this agreement shall take precedent over any attachment.

3. Optional Tasks/Bid: The Contractor may also be requested to perform optional work over and above the annually contracted landscape/grounds maintenance tasks described herein, at pre-determined prices as per RFP-2013-PR-002 or as may be negotiated; as follows, and a work order to issue:

a) Stump-Grinding: Stumps shall be grind down to a level a minimum six-inches below the level of existing grounds; debris removed and filled with soil. Bid is to be based per inch ref diameter of stump.

b) Mowing of Athletic Fields at Coral Reef Park (3): These Bermuda fields shall be mowed with frequencies as determined by the Village; e.g., once a week from October 15 through April 15 and twice per week during the growing season of April 16 through October 14, for a total of 80 cuts per year. Mowing must be accomplished with a reel type mower, or rotary mowers also designed for Bermuda fields, and cut at a height between ¾" to 1" above soil level, unless otherwise directed by Village. Mowers hall be cleaned prior to and after mowings, and maintained/sharpened accordingly.

c) Emergency Post-Storm Clean-up of Debris: In the event the Village requires the services of the Contractor to assist in a post-storm clean-up of Village parks, the Contractor shall provide immediate assistance upon request.

d) Contractor shall provide additional services to the Village as determined by the Village Manager or his designee and that are mutualy agreeable by both parties.

3. Pricing/Cost of Services: The Village's costs for specified services shall be pursuant to those enumerated on the attached Exhibit 'B' subsequent to prices offered by the Proposer in RFP #2013-PR-002 and as approved by the Village Council via Resolution No._____ ; and may not be increased or in any way revised during the term of this agreement unless with the express written approval of both parties. As Contractor is an independent vendor, the pricing is as provided in the RFP response and no cost-of-living, consumer price index or the like shall be applied in an attempt to increase costs upon the start of a new contract year or any other time. Supervisory personnel, as assigned by the Village, shall inspect each facility following services to confirm that all required tasks have been completed. Should any task be found to be incomplete, the Contractor shall be notified and given 24-hours to rectify. Should the Contractor fail to respond, the specific dollar amount designated for the subject tasks shall be deducted from the total invoiced amount; and processed accordingly.

_____ Contractor
_____ Village

Upon completion of scheduled landscape/grounds maintenance services, the Contractor shall forward an invoice for payment to the Village. Assigned Village supervisory personnel shall inspect each facility following scheduled frequency, and should any task be found to be incomplete, the Contractor shall be notified and given 24-hours to rectify. Should the Contractor fail to respond, the specific dollar amount designated for the subject task(s) shall be deducted from the total invoiced amount, and processed accordingly. Upon receipt of said invoice, the Village shall remit payment within a thirty (30) day period.

4. Term/Renewal.

a. Term. This Agreement shall become effective upon execution by both parties and shall continue for a period of three years, unless earlier terminated the provisions of this Agreement.

b. Renewal. The Village shall have the option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year extensions. (the "Option"). The Option may be exercised at the sole discretion of the Village Manager. Such extension shall be effective upon written notice from the Village Manager to the Contractor/Proposer no later than 30 days prior to the date of termination of the Term or any renewal term.

5. Termination.

The occurrence of any of the following shall cause this Agreement to be terminated by the Village Manager, or his designee, upon the terms and conditions also set forth below: The Village Manager shall make the final decision on behalf of the Village as to the Contractor's compliance with the terms of the Agreement, quality of services, and termination. The Village and/or Village Manager shall have no liability to the Contractor for future profits or losses in the event of termination. The rights and remedies of the Village Manager provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

a. Automatic Terminations:

i. Institution of proceedings in voluntary bankruptcy or reorganization by the Contractor.

ii. Institution of proceedings in voluntary bankruptcy against the Contractor if such proceedings continue for a period of ninety (90) days.

iii. Assignment by Contractor for the benefit of creditors.

iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the Village.

v. The discovery of any misstatement in the Contractor proposal leading to award of this Agreement, which in the determination of the Village significantly affects the Contractor's qualifications to perform under the Agreement.

vi. Unapproved change of ownership interest in Contractor and/or failure to submit the ownership list within 24 hours upon the request of the Village.

vii. Failure to cease any activity which may cause limitation of Village's use of the Park.

viii. A material default of this agreement, relating to the safety and security of the public at-large and of Village personnel including but not limited to a violation of the Shannon Melendi Act, any misdemeanor or felony activities (Cross-Reference with 2(e), malfeasance, misfeasance, etc., shall result in immediate termination of the agreement.

____ Contractor
____ Village

b. Termination after seven (7) calendar days written notice by the Village either by posting on or at the agreement premises and by certified or registered mail to any known address of Contractor for doing any of the following:

i. Notice of any condition posting a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.

Consistent with subsection (h) below, for termination under this subsection, the Contractor must remove all items and quit the premises within seven (7) calendar days.

c. Termination after fourteen (14) days from receipt of Agreement of written notice having either been posted on or at the Agreement or by certified or registered mail to the address of the Contractor:

i. Non-performance or improper performance of any requirement, covenant or term of this Agreement and failure of the Contractor to remedy such breach within fourteen (14) calendar day period from receipt of the written notice.

ii. A final determination in court of law in favor of the Village in litigation institute by the Contractor against the Village or brought by the Village against the Contractor.

d. Should the Agreement be terminated for 'no fault," or for the convenience of the Village the Village shall solely be responsible to pay the Contractor for a prorated monetary amount relating to actual services provided.

e. Termination of Agreement: Contractor shall have the right upon thirty (30) calendar days from receipt of written notice to the Village by certified or registered mail to the address set forth in this Agreement to terminate this Agreement at any time after the occurrence of one or more of the following events:

i. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Agreement for the purposes set forth herein, and the remaining in force of said injunction for a period of more than thirty (30) calendar days.

ii. A breach by the Village of any of the terms, covenants or conditions contained in this Agreement and the failure to the Village to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Contractor, of the existence of such breach.

iii. Failure to pay Contractor as provided herein.

6. Designated Representative. The Contractor shall appoint, in writing, at the time of the execution of this Agreement, a representative that shall be the sole and exclusive contact with the Village Manager, or his designee.

7. Insurance.

a. The Contractor shall furnish to the Village certificates of insurance evidencing the insurance coverages specified by this Section at the request of the Village Manager and required under the RFP. 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 state that such insurance is as required by this Agreement.

b. The Contractor shall name the Village, and its respective officers, agents, servants and employees, as an additional insured on the Comprehensive General Liability Policy. This insurance policy shall state, after the

_____ Contractor
_____ Village

above-referenced additional named insured that "this coverage is primary to all of the coverage the additional insured may have." Proof of insurance shall be provided at the time of the signing of this Agreement and incorporated herein as exists there forth in full.

c. 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.

d. Any insurance required of Contractor pursuant to this Agreement must also be required by any sub-contractor of Contractor/Proposer in the same limits and with all requirements as provided herein, including naming the Village as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to Village. The Contractor and any sub-contractor of Contractor shall maintain such policies during the term of this Agreement.

e. 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 Contractor 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.

f. Contractor shall name the Village as an additional insured on each of the policies required herein. Contractor shall provide Worker's Compensation Insurance..

g. Throughout the term of this Agreement, the Contractor agrees to maintain in force at their own expense insurance as follows:

Comprehensive General 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

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

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. Contractor shall provide Worker's Compensation insurance under Statutory limits, regardless of any state law exemption. The following limits must be maintained:

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

____ Contractor
____ Village

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

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A. Bodily Injury and Property Damage combined single limit

1.	Each Occurrence	$1,000,000
2.	Annual Aggregate	$1,000,000

8. Damage/Restoration/Conditions.

a. Village does not expressly or impliedly warrant the condition of any facility. The Contractor waives the right to a claim for any damages Contractor its agents, employees, volunteers, guests or invitees from any use of Village or assigned property.

b. Village shall not be liable for any loss, damage or injury of any kind or character, including vandalism and theft, to any person or property (i) caused by any defect in the Contractor's services; (ii) caused by or arising from any act or omission of Contractor, or of any of its agents, employees, volunteers, guests or invitees; (iii) arising from any accident which may occur while Contractor is providing services; or (iv) arising from any other cause. Such actions would be considered a material breach of the Contractor and would provide for termination of services as provided under Section (5)(a)(viii).

c. The Contractor shall deliver the assigned property to the Village in the same condition as it is received.

9. Liability. The Contractor hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the providing of landscape/grounds maintenance services on selected properties.. Nothing in this Agreement will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28 of the Florida Statutes (no liability for punitive damages or interest for the period before judgment; nor any claim or judgment which exceeds the sum of $200,000 for one person, or $300,000 total for all claims arising from the same incidence of occurrence). The provisions of this Section will survive the termination or expiration of this Agreement.

10. Indemnification. The Contractor does hereby agree to defend, indemnify and hold the Village, its Council, Village Manager, agents, employees, attorneys, successors and assigns harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the Contractor, its agents, employees, volunteers, guests and invitees in connection with this Agreement. The provisions of this Section shall expressly survive any expiration or termination of this Agreement.

11. Assignment. The Contractor/Proposer shall not assign, transfer, or otherwise dispose of this Agreement, or any portion thereof, or be subcontracted under this agreement unless Contractor obtains prior written consent from the Village. Approved Subcontractor shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the Village for all Subcontractor' acts, errors or omissions. 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.

12. Non-Discrimination. In the providing of the above referenced services, Contractor, its employees, agents, volunteers, and any parties under the direction or control of Contractor may not discriminate against any person on the basis of sex, age, race, color, religion, ancestry, national origin, disability or handicap or sexual orientation by refusing to furnish to such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. In the

_____ Contractor
_____ Village

performance of this Agreement, Contractor, its employees, agents, volunteers, and any parties under the control or direction of Contractor may not discriminate against any employee or applicant for employment on the basis of sex, age, race, color, religion, ancestry, national origin, disability or handicap, or sexual orientation.

13. Records/Village's Right to Inspect.

a. Village has the right at all reasonable times to conduct whatever inspections of the facilities the Village deems reasonably necessary to determine if Contractor is complying with the terms and conditions of this Agreement. Except for emergency situations, Village inspections will not hinder or interfere with the normal operation of the Contractor's services.

b. All records, books, documents, papers and financial information (the "Records") that result from Contractor's services to the Village under this Agreement shall be available to the Village upon request. The Village shall have the right to retain copies of the documents at the Village's discretion and expense. All records shall be retained for three (3) years after completion or termination of this contract, or if litigation has ensued, through the termination of any said litigation, including any appeals.

14. Third Parties. Neither the Contractor nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

15. Notices. All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

To Contractor:	Joseph A. Porter, President Tip Top Enterprises, Inc 18101 SW 98 Ct Palmetto Bay, Florida 33157 Phone: 305- 255-8198 Fax: Email: JPorter@tiptopentinc.com
With a copy to:	Langbein & Langbein, P.A. 8181 NW 154th Street, Suite 105 Miami Lakes, FL 33016 Email: langbeinpa@bellsouth.net
To Village:	Ron E. Williams, Village Manager Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay, Florida 33157 ccosta@palmettobay-fl.gov
With a copy to:	Village Attorneys Attention: Eve A. Boutsis, Esquire 18001 Old Cutler Road, Suite 533 Phone: (305) 235-9344 Facsimile: (305) 235-9372 eboutsis@fbm-law.com

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

____ Contractor
____ Village

16. Supervision. All Contractor activities relating to landscape/grounds maintenance services must be supervised by Contractor at all times.

17. Entire Agreement/Modification/Amendment.

a. This Agreement sets forth the entire agreement between Village and Contractor with respect to the subject matter of this Agreement. This agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

b. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

18. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

19. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. The parties agree that venue for and legal action instituted in connection with this Agreement shall be in Miami-Dade County Florida.

20. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21 Independent Contractor. Nothing herein contained shall be deemed in any way to constitute Village or Contractor a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other. For all intents and purposes hereunder, Contractor shall be considered an independent Contractor and not an employee or agent of the Village. The Contractor is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the Village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the Contractor.

22. Attorney's Fees. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees, the fees and expenses of any paralegals, law clerks and legal assistants and costs for services rendered in connection with any enforcement of this Agreement, including appellate proceedings and post judgment proceedings. Neither party shall be responsible for pre-judgment interest.

_____ Contractor
_____ Village

23. Miscellaneous.

a. It is further expressly understood and agreed that no real or personal property is leased to Contractor and that Contractor shall comply with each and all of the undertakings, provision, agreements, covenants, stipulations and conditions contained herein.

b. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

c. All terms, conditions, covenants and obligations of Village and Contractor hereunder shall survive the termination or expiration of this Agreement as necessary and appropriate for such parties to fulfill their obligations that accrued during the Term of this Agreement.

d. Contractor and its agents, employees or volunteers shall not be permitted to consume or otherwise possess any alcoholic beverages, tobacco products or other such products as determined by the Village, while providing services.

e. 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.

24. Force Majeure:

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

25. Waiver Of Jury Trial:

The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

26. Contingency Fee and Code of Ethics. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract to Contractor. Contractor 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. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor.

27. Warranty Of Authority. 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 agreement.

28. Taxes. During the period of this agreement, Contractor shall pay any and all taxes of whatever nature lawfully levied upon or assessed that arise out of the operations of the Contractor in connection with this agreement.

29. RFP. Contractor agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions made by Contractor/Proposer during the RFP process.

30. Compliance with Law. Contractor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

___ Contractor
___ Village

31. Shannon Melendi Act. The Contractor shall comply with the "Shannon Melendi Act of Miami-Dade County", and as adopted by the Village, which act is incorporated by reference for the purpose of conducting background investigations for all coaches, managers, officials, umpires, members, employees, and/or volunteers or participants ("Volunteers") associated with the operation of programs and/or activities for the Contractor. Required background investigations shall be completed by Contractor in accordance with the Melindi Act.

32. Non-Waiver. Any waiver or any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village from declaring a forfeiture for any succeeding breach, either of the same condition or covenants or otherwise.

33. Public Entities Crime Statement. Any person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes. for category two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirms compliance with this requirement for the duration of the underlying agreement. If at any time during the contract period, Contractor is convicted of a public entity crime, the Contractor's contract shall immediately terminate.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK].

_____ Contractor
_____ Village

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 11th day of September, 2013.

Village:

Village Palmetto Bay, a Florida municipal corporation

By: _____
Ron E. Williams, Village Manager

ATTEST:

By: _____
Meighan J. Alexander, Village Clerk

Approved as to form and legality for the use and benefit of the Village of Palmetto Bay only

_____
Village Attorney

Contractor/Proposer:

By: _____
Joseph A Porter, President
Tip Top Enterprises Inc

[END OF DOCUMENT]

____ Contractor
____ Village

Appendix A: Village Ordinance 08-10
Shannon Melendi Act

_____ Contractor
_____ Village

Attachment C

Village of Palmetto Bay Resolution _____

_____ Contractor
_____ Village

RFP 2013 PR 002 Submittal from Tip Top Enterprises Inc.

____ Contractor
____ Village

Need to Renew & adjust services to only CRP & PBP

VILLAGE OF PALMETTO BAY
9705 E. HIBISCUS STREET
PALMETTO BAY, FL 33157
(305) 259-1234

DATE	PO NUMBER
10/8/2014	002618

VENDOR: 001439
Tip Top Enterprises, Inc.
18101 SW 98th Court
Miami, FL 33157

SHIP TO: VILLAGE OF PALMETTO BAY
PALMETTO BAY PARK
17535 SW 95 AVE
PALMETTO BAY, FL 33157

FOB Point: DESTINATION
Terms: Net 30 Days
Req Del Date:
Contract No: 000020
Special Inst: Approval of expenditure of funds for landscape maint fye14-15 PBP as approved in Reso 2013-65

Req. No:
Dept: PALMETTO BAY PARK
Contact: BOBER, JOSIE
Confirming? No

Quantity	Unit	Description			Unit Price	Ext. Price
		PBP 2014-15 LANDSCAPE MAINT $503 PER				15,090.00
		FREQUENCY	10/22/14	#60013		503.00
		6/3/15 #62121 503.00	10/8/14	#60012		503.00
		6/17/15 #62123 $503	11/5/14	#60290		503.00
		7/15/15 #62706 #503	11/19/14	#60295		503.00
		7/29/15 #62968 $503	12/03/14	#60509		503.00
			12/17/14	#60668		503.00
		8/5/15 #63075	1/14/15	#60946		503—
		7/22/15 #62820	12/29/14	#60771		503—
		8/18/15 #63033	2/25/15	#61270		503—
			1/27/15	#61084		503—
			3/25/15	#61409		503—
			5/6/15	#61888		503.00
			4/8/15	#61602		503.00
			4/22/15	#61603		503.00
			5/20/15	#61889		503—

BILL TO: VILLAGE OF PALMETTO BAY
9705 E HIBISCUS STREET
PALMETTO BAY, FL 33157-5606

SUBTOTAL	15,090.00
TAX	0.00
FREIGHT	0.00
TOTAL	15,090.00

Account Number	Amount	Account Number	Amount
E 0001-572-14-30-46001001	15,090.00		

Authorized Signature

FILE COPY

Authorized Signature (over $1,000)

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

APPENDIX 'B': BID SHEET
Bid No. 2013-PR-002

FACILITIES	CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	PERRINE WAYSIDE "Dog Park"	THALATA ESTATE
FREQUENCIES	30	30	30	24	36
TASK					
MOWING *	$ 400.00	$ 300.00	$ 100.00	$ 200.00	$ 200.00
WEED-EATING*	$ 100.00	$ 43.00	$ 40.00	$ 40.00	$ 40.00
EDGING*	$ 80.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
SHRUB/HEDGE TRIMMING*	$ 80.00	$ 40.00	$ 40.00	$ 40.00	$ –
WEED CONTROL*	$ 80.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
LEAF CONTROL *	$ 80.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
Annual cost per frequency	$ 820.00	$ 503.00	$ 300.00	$ 400.00	$ 360.00
TOTAL ANNUAL COST PER FACILITY	$ 24,600.00	$ 15,090.00	$ 9,000.00	$ 9,600.00	$ 12,960.00

*Cost per Frequency

TOTAL ANNUAL COST ALL PARK FACILITIES $ 71,250.00

Parks Landscape Maint FYE 2014-15

PARKS & RECREATION DEPT
P.O. NO.
AMOUNT APPROVED 15,090.00
ACCOUNT NO. PBP - Landscape Maint
PROCESS DATE 10/7/14 FYE 2014-15
V# 001439

VILLAGE OF PALMETTO BAY
9705 E. HIBISCUS STREET
PALMETTO BAY, FL 33157
(305) 259-1234

DATE	PO NUMBER
10/8/2014	002617

VENDOR: 001439
Tip Top Enterprises, Inc.
18101 SW 98th Court
Miami, FL 33157

SHIP TO: VILLAGE OF PALMETTO BAY
9705 E HIBISCUS STREET
PALMETTO BAY, FL 33157-5606

FOB Point: DESTINATION
Terms: Net 30 Days
Req Del Date:
Contract No: 000020
Special Inst: Approval of expenditure of funds for landscape maintenance for CRP for fye2015, as approved through reso 13-65

Req. No:
Dept: THALATTA PARK
Contact: BOBER, JOSIE
Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
		CRP 2014-15 LANDSCAPE MAINT $820 PER FREQUENCY		24,600.00
		6/15/15 #62072 820	10/6/14 #60056	820.00
		6/1 + 6/29 62071 $1640	10/20/14 #60057	820.00
		7/6 #62754 $820	11/3/14 #60252	820.00
		7/20 #62906 $820	12/1/14 #60482	820.00
		8/3 #63031 $820	12/15/14 #60644	820.00
		8/12 #63097 $820	1/12/15 #60907	820.00
		8/24 #8 #63052 820	2/9/15 #61238	820 —
			2/23/15 #61239	820 —
			3/4/15 #61410	820 —
			1/26/15 #61050	820 —
			3/23/15 #61411	820 —
			12/29/14 #60772	820 —
			4/06/15 #61674	820 —
			4/20/15 #61675	820 —

BILL TO: VILLAGE OF PALMETTO BAY
9705 E HIBISCUS STREET
PALMETTO BAY, FL 33157-5606

SUBTOTAL	24,600.00
TAX	0.00
FREIGHT	0.00
TOTAL	24,600.00

Account Number	Amount	Account Number	Amount
E 0001-572-13-30-46001001	24,600.00		

Authorized Signature

FILE COPY

Authorized Signature (over $1,000)

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

APPENDIX 'B': BID SHEET
Bid No. 2013-PR-002

FACILITIES	CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	PERRINE WAYSIDE "Dog Park"	THALATA ESTATE
FREQUENCIES	30	30	30	24	36
TASK					
MOWING *	$ 400.00	$ 300.00	$ 100.00	$ 200.00	$ 200.00
WEED-EATING*	$ 100.00	$ 43.00	$ 40.00	$ 40.00	$ 40.00
EDGING*	$ 80.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
SHRUB/HEDGE TRIMMING*	$ 80.00	$ 40.00	$ 40.00	$ 40.00	$ –
WEED CONTROL*	$ 80.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
LEAF CONTROL *	$ 80.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
Annual cost per frequency	$ 820.00	$ 503.00	$ 300.00	$ 400.00	$ 360.00
TOTAL ANNUAL COST PER FACILITY	$ 24,600.00	$ 15,090.00	$ 9,000.00	$ 9,600.00	$ 12,960.00

*Cost per Frequency

TOTAL ANNUAL COST ALL PARK FACILITIES: $ 71,250.00

Parks Landscape Maint FYE 2014-15

PARKS & RECREATION DEPT
P.O. NO.
AMOUNT APPROVED 24,600.00
ACCOUNT NO CRP - Landscape Maint
PROCESS DATE 10/7/14 FYE 2014-15
V# 001439

To:	Honorable Mayor and Village Council	Date:	September 12, 2016
From:	Missy Arocha, Interim Village Clerk	Re:	Appointment of Canvassing Board Members for possible Run-Off Election of November 22, 2016

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ELECTIONS; CREATING THE VILLAGE CANVASSING BOARD FOR THE PURPOSE OF CANVASSING ELECTION RETURNS FOR THE POSSIBLE NOVEMBER 22, 2016, RUN-OFF ELECTION FOR THE VICE-MAYOR SEAT AND COUNCIL SEAT 2; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Village Clerk)

BACKGROUND AND ANALYSIS

The Village of Palmetto Bay shall be conducting its General and Special Election on Tuesday, November 8, 2016. As there are three candidates in the race for Vice-Mayor and two candidates in the race for Council Seat 2, it is likely that the Village will need to conduct a stand-alone election, the Run-off Election of November 22, 2016.

If the Run-Off Election occurs, the members of the Canvassing Board must commit to the following activities on November 22, 2016 from 6 pm until the results are in during the Palmetto Bay Run-Off Election: vote-by-mail ballot opening and processing, canvassing of presumed invalid vote-by-mail ballots, and tabulation of results.

Ordinance 2014-02 (copy attached as Exhibit A) defined the composition of the Canvassing Board to consist of three individuals: a member of the Miami-Dade County judiciary, the Miami-Dade County Supervisor of Elections or his or her deputy clerk, and the Village Clerk. Under the Ordinance, if any of these individuals are unable to serve, then the Village Clerk is instructed to fill the vacancy with an elected or appointed official from another municipality within Miami-Dade County. Following reaching out to qualified individuals in an attempt to fill this Board, the Village Clerk was able to persuade the following individuals to assist our Village:

Otis Wallace, Mayor, City of Florida City
Rafael Casals, Town Manager, Town of Cutler Bay

The Clerk's office is grateful to these two dedicated public servants for agreeing to serve, as the time for these meetings is close to the Thanksgiving holiday.

A Canvassing Board Schedule will be provided by the Miami-Dade County Elections Department a date certain prior to the General Election. The Village Clerk's Office will provide the schedule to the appointed Canvassing Board Members and the Village Council.

FISCAL/BUDGETARY IMPACT

The budgetary impact for this Board is minimal: travel time of staff and meals for the Canvassing Board Members.

RECOMMENDATION:

Approval is recommended.

Attachments:

- Exhibit A – Ordinance No. 2014-02

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ELECTIONS; CREATING THE VILLAGE CANVASSING BOARD FOR THE PURPOSE OF CANVASSING ELECTION RETURNS FOR THE POSSIBLE NOVEMBER 22, 2016, RUN-OFF ELECTION FOR THE VICE MAYOR SEAT AND COUNCIL SEAT 2; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Village Clerk)

WHEREAS, as Section 10-3(d) of the Code of Ordinances of the Village establishes that in order for a candidate to be duly elected to office, said individual must receive a number of votes greater than fifty percent (50%) of the total number of ballot casts; and

WHEREAS, as there are currently three candidates in the race for Vice Mayor and two candidates in the race for Council Seat 2, the possibility of a run-off exists; and

WHEREAS, Section 10-3(d) provides that a run-off election between two candidates who received the most votes be held; and

WHEREAS, as the run-off date of November 22, 2016, does not coincide with an existing State, Federal, or Miami-Dade County Election, the Village must appoint its own Canvassing Board. Section 10-11(b) provides that such Board be composed of three individuals:

> The Village canvassing board shall be a panel composed of three individuals: a member of the Miami-Dade County judiciary, the Miami-Dade County Supervisor of Elections, or his or her deputy clerk, and the Village Clerk. If any of these individuals are unable to serve, then the Village Clerk is instructed to fill the vacancy with an elected or appointed official from another municipality within Miami-Dade County.

WHEREAS, Section 5.1(c) of the Charter mandates that the, "Council shall hold no meetings between the general election and the swearing in of those newly elected or re-elected Council Members except in the case of an emergency affecting life, healthy, property or the public peace." The Village must convene a Canvassing Board in order to properly certify the results of the Run-Off Election.

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

Section 1. The following persons have agreed to serve and are appointed to the Village Canvassing Board:

Otis Wallace, Mayor, City of Florida City
Rafael Casals, Town Manager, Town of Cutler Bay
Missy Arocha, Village Clerk, Village of Palmetto Bay

Section 2. The Village Clerk has appointed a stand-by individual who shall serve only if one of the appointed Village Canvassing Board Members has an emergency and cannot attend the Run-Off Election on November 22, 2016. The stand-by individual agreeing to serve in the case of an emergency is: Erika Gonzalez-Santamaria, City Clerk, City of Miami Springs.

Section 3. The Canvassing Board shall meet to conduct pre-count logic and accuracy test of the optical scan system used for paper ballots, canvass of presumed invalid vote-by-mail ballots opening and processing, duplication of ballots as needed, and, if needed, provisional ballots validation, opening, and processing.

Section 4. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of September, 2016.

Attest: _____ _____

Missy Arocha — Eugene Flinn

Village Clerk — Mayor

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

_____

Dexter W. Lehtinen

Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

ORDINANCE NO. 2014-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ELECTIONS; REVISING SECTION 10-11, CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA TO MODIFY THE COMPOSITION OF THE VILLAGE OF PALMETTO BAY CANVASSING BOARD; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the Village of Palmetto Bay provides the date of election, terms of office and general information concerning the conduct of Village elections; and

WHEREAS, in 2004 the Village Council adopted Ordinance 2004-02, which established a specific process for conducting elections and a Village Canvassing Board (the "Canvassing Board"); and

WHEREAS, the Mayor and Council desire to modify the composition of the Canvassing Board in order to allow for appropriate selection of individuals.

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

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.

Section 2. **Code Amendment.** Section 10-11 of the Code of Ordinances of the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

CHAPTER 10 ELECTIONS

***

Sec. 10-11. Canvassing of election returns; canvassing board; certificates of election.

(a) All municipal elections shall be canvassed by the appropriate canvassing board. Any election held in conjunction with a county, state or federal election or any mail-ballot election shall be canvassed by the Miami-Dade County canvassing board. Any special election of the village, or any election not otherwise held in conjunction with a county, state or federal election, shall be canvassed by the village canvassing board. The canvassing of

election results shall be conducted under the applicable provisions of the Florida Statutes.

(b) The village canvassing board shall be a panel composed of three individuals: a member of the Miami-Dade County judiciary, ~~the Miami-Dade County Clerk, or his or her Deputy Clerk, and a member of the Clergy who either resides in the Village or represents a church within the Village~~ the Village Clerk, and an elected or appointed official from another municipality within Miami-Dade County. ~~If any of these individuals are unable to serve, then the Village Clerk is instructed to fill the vacancy with an elected or appointed official from another municipality within Miami-Dade County.~~

(c) The village clerk shall present a certification of election results to the village council at the first meeting of the village council following the election.

Section 3. **Conflicting Provisions.** The provisions of the Code of Ordinances of the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. **Severability.** The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Codification.** It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. **Effective Date.** This ordinance shall take effect immediately upon enactment.

PASSED and ENACTED this 3rd day of February, 2014.

First Reading: January 6, 2014

Second Reading: February 3, 2014

Attest: Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

Additions shown by underlining and deletions shown by ~~overstriking~~.

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	YES
Council Member Tim Schaffer	YES
Council Member Joan Lindsay	YES
Vice-Mayor John DuBois	YES
Mayor Shelley Stanczyk	YES

Additions shown by underlining and deletions shown by ~~overstriking~~.