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To: Honorable Mayor and Village Council

Date: December 31, 2012

From: Ron E. Williams, Village Manager

Re: Coral Reef Elementary  
Safe Routes to School

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE CORRADINO GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE CONSTRUCTION PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR THE SAFE ROUTES TO SCHOOL APPLICATION OF CORAL REEF ELEMENTARY SCHOOL AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$19,749.40; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

The Village of Palmetto Bay contracted with The Corradino Group to prepare a Safe Routes to School Study for the Village of Palmetto Bay. Safe Routes to Schools is a federally mandated program emerging from the latest Federal transportation authorization, Safe Accountable Flexible Transportation Equity Act, a Legacy for Users (SAFTEA-LU). The Safe Routes to School Program was developed to encourage children to walk and bicycle to school. In order to be a successful program, safer and more appealing transportation alternatives for children need to be developed.

Safe Route projects were developed for Coral Reef Elementary based on the steering committees input, review of several planning factors including examination of the school boundaries, aerial photography, existing and future land uses, crash data, traffic counts, post speed limits, and location of traffic control devices. Site visits were taken to evaluate the conditions within the ½ mile radius of Coral Reef Elementary. Field measurements were verified through aerial photography. Priority was given to providing routine densities close to Coral Reef Elementary school most conducive to walking. The priority SRTS roadway and traffic improvement projects within a two (2) mile radius of Coral Reef Elementary consist of sidewalks, safer crosswalks, roadway improvements, turn restriction signage and traffic signal timing modification.

The final report documents and recommendations of the individual SRTS study were accepted by Village Council at the April 2011 Council meeting. Also, the Village Council authorized the Village Manager to identify appropriate funding sources to implement the recommended improvements for each individual SRTS study.

Florida Department of Transportation (FDOT) receives millions of dollars for use on SRTS projects each fiscal year. Since FDOT plans its work according to a 5-year Work Program, they solicited projects in FY 2010-11 to be funded through FY 2016 in anticipation that the SRTS Program will be continued in the next Transportation Act. The department with the support of Miami-Dade County School Board submitted SRTS infrastructure funding applications for Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary to FDOT in April of 2011 to solicit funding to implement the recommendations of the individual SRTS studies.

FDOT announced on October 19, 2011 the selection of Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary for funding improvements requested through the FDOT Safe Route to School Program. The cost for the overall improvements for these schools shall not exceed the allocated funding (Howard Drive Elementary \$5,670; Coral Reef Elementary \$133,160 and Perrine Elementary \$471,360) and the funding years for the proposed improvements shall be in accordance with Exhibit 2 (attachment). Additionally, the Village of Palmetto Bay must submit a Local Agency Program (LAP) agreement to FDOT for execution for each federally funded project identified on Exhibit 2.

On April 2, 2012 Village Council approved Resolution No. 2012-29 authorizing the Village Manager to enter into a LAP agreement with FDOT for funding in an amount of \$133,160.00 for Coral Reef Elementary SRTS infrastructure improvements. Coral Reef Elementary SRTS infrastructure improvements are scheduled for Design in FY 2012-13. SRTS funds are administered through the seven FDOT Districts and overseen by the State Safe Routes to School Coordinator. The Village as the maintaining agency is responsible for entering into a LAP agreement with FDOT to design, construct, and/or maintain the project. SRTS projects are not funded up front. FDOT will reimburse the Village of Palmetto Bay following documentation of completion of the project.

In response to the Village's needs, the Department of Public Works requested a proposal from The Corradino Group for professional engineering services to prepare construction plans, specification, and contract documents for the safe routes to school application for Coral Reef Elementary, priority 1 recommendations. The proposal provided by The Corradino Group is in the amount of \$19,749.40, which \$10,000 will be funded through the SRTS program and \$9,749.40 will be funded by the Village of Palmetto Bay. As per Resolution No. 2010-36 approved on April 12, 2010, The Corradino Group, Inc. is qualified to provide ongoing transportation planning engineering services for the Village of Palmetto Bay. The Corradino Group, Inc. is an experienced engineering firm with certified transportation engineers on staff. Having completed the Village's Transportation Master Plan and Bicycle and Pedestrian Master Plan, The Corradino Group, Inc. has extensive information and local knowledge that will be used to minimize data collection efforts and to better serve the Village.

It is recommended that the Village Council approve the proposed resolution authorizing the Village Manager to enter into agreement with the Corradino Group for professional engineering services to prepare construction plans, specification, and contract documents for the safe routesR to school application for Coral Reef Elementary.

**FISCAL /BUDGETARY IMPACT:**

This item is funded under "Special Revenue Fund-CITT Transportation" in an amount not to exceed \$19,749.40 (\$10,000 will be reimbursed from FDOT SRTS Program) in Fiscal Year 2012-13.

**RECOMMENDATION:**

Approval is recommended.

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

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE CORRADINO GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE CONSTRUCTION PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR THE SAFE ROUTES TO SCHOOL APPLICATION OF CORAL REEF ELEMENTARY SCHOOL AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$19,749.40; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palmetto Bay contracted with The Corradino Group to prepare a Safe Routes to School Study for the Village of Palmetto Bay; and

**WHEREAS**, Safe Route projects were developed for Coral Reef Elementary based on the steering committees input, review of several planning factors including examination of the school boundary, aerial photography, existing and future land uses, crash data, traffic counts, post speed limits, and location of traffic control devices; and

**WHEREAS**, the final report documents and recommendations of the individual SRTS study were accepted by Village Council at the April 2011 Council meeting; and

**WHEREAS**, on April 2, 2012 Village Council approved Resolution No. 2012-29 authorizing the Village Manager to enter into a LAP agreement with FDOT for funding in an amount of \$133,160.00 for Coral Reef Elementary SRTS infrastructure improvements; and

**WHEREAS**, Coral Reef Elementary SRTS infrastructure improvements are scheduled for Design in FY 2012-13; and

**WHEREAS**, in response to the Village's needs, the Department of Public Works requested a proposal from The Corradino Group for professional engineering services to prepare construction plans, specification, and contract documents for the safe routes to school application for Coral Reef Elementary priority 1 recommendations; and

**WHEREAS**, the proposal provided by The Corradino Group is in the amount of \$19,749.40, which \$10,000 will be funded through the SRTS program and \$9,749.40 will be funded by the Village of Palmetto Bay; and

**WHEREAS**, as per Resolution No. 2010-36 approved on April 12, 2010, The Corradino Group, Inc. is qualified to provide ongoing transportation planning engineering services for the Village of Palmetto Bay; and

**WHEREAS**, The Corradino Group, Inc. is an experienced engineering firm with certified transportation engineers on staff; and

**WHEREAS**, having completed the Village's Transportation Master Plan and Bicycle and Pedestrian Master Plan, The Corradino Group, Inc. has extensive information and local knowledge that will be used to minimize data collection efforts and to better serve the Village; and

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

**Section 1.** The Village Manager is authorized to enter agreement with The Corradino Group to prepare construction plans, specifications, and contract documents for the Safe Routes to School application for Coral Reef Elementary in an amount not to exceed \$19,749.40.

**Section 2.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this \_\_\_\_\_ day of January, 2013.

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

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_  
Council Member Tim Schaffer \_\_\_\_\_  
Council Member Joan Lindsay \_\_\_\_\_  
Vice-Mayor John DuBois \_\_\_\_\_  
Mayor Shelley Stanczyk \_\_\_\_\_

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**RESOLUTION NO. 2012-29**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SAFE ROUTES TO SCHOOL AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY DOCUMENTS OR AGREEMENTS IN ASSOCIATION WITH THE VILLAGE'S PARTICIPATION IN THE LOCAL AGENCY PROGRAM; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY FOR PARTICIPATION IN THE LOCAL AGENCY PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palmetto Bay contracted with The Corradino Group to prepare a Safe Routes to School Study for the Village of Palmetto Bay; and,

**WHEREAS**, Safe Routes To Schools (SRTS) projects were developed for Coral Reef Elementary based on the steering committee's input, review of several planning factors including examination of the school boundary, aerial photography, existing and future land uses, crash data, traffic counts, post speed limits, and location of traffic control devices; and,

**WHEREAS**, the final report documents and recommendations of the SRTS were accepted by Village Council at the April 2011 Council meeting; and,

**WHEREAS**, Florida Department of Transportation receives millions of dollars for use on SRTS projects each fiscal year; and,

**WHEREAS**, since FDOT plans its work according to a 5-year Work Program, they solicited projects in FY 2010-2011 to be funded through FY 2016 in anticipation that the SRTS Program will be continued in the next Transportation Act; and,

**WHEREAS**, the Department with the support of Miami-Dade County Public Schools submitted a SRTS infrastructure funding application for Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary to FDOT in April of 2011 to solicit funding to implement the recommendations of the individual SRTS studies; and,

**WHEREAS**, FDOT announced on October 19, 2011 the selection of Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary for funding improvements requested through the FDOT Safe Route to School Program; and,

**WHEREAS**, the cost for the overall improvements for these schools shall not exceed the allocated funding (Howard Drive Elementary \$5,670; Coral Reef Elementary \$133,160 and Perrine Elementary \$471,360) and the funding years for the proposed improvements shall be in accordance with Exhibit 2 (attachment); and,

1           **WHEREAS**, additionally, the Village of Palmetto Bay must submit a Local Agency Program  
2 (LAP) agreement to FDOT for execution for each federally funded project identified on Exhibit 2;  
3 and,  
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5           **WHEREAS**, on March 12, 2012 Village Council approved Resolution No. 2012-14  
6 authorizing the Village Manager to enter into a LAP agreement with FDOT for funding in an  
7 amount of \$5,670 for Howard Drive Elementary SRTS infrastructure improvements; and,  
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9           **WHEREAS**, Coral Reef Elementary SRTS infrastructure improvements are scheduled for  
10 Design in FY 2013; FDOT would like to advance the SRTS Coral Reef Elementary School project;  
11 and,  
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13           **WHEREAS**, the proposed advancement requires that funds be encumbered in August 2012  
14 for the design phase; and,  
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16           **WHEREAS**, therefore, the signed LAP Agreement with FDOT for funding in an amount  
17 of \$133,160 for Coral Reef Elementary infrastructure improvements must be submitted to FDOT  
18 by no later than July, 15 2012; and,  
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20           **WHEREAS**, the Village as the maintaining agency is responsible for entering into a Local  
21 Agency Program agreement with FDOT to design, construct, and/or maintain the project; and,  
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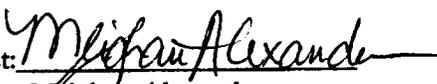
23           **WHEREAS**, FDOT will reimburse the Village of Palmetto Bay following documentation of  
24 completion of the project.  
25

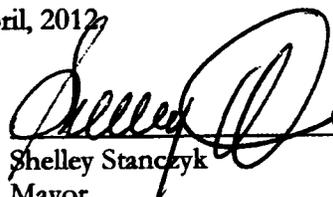
26           **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
27 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
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29           Section 1: The Village Manager is authorized to execute the necessary documents or  
30 agreements in association with the Village's participation in the Local Agency Program ("LAP") and  
31 further authorizing Village officials to take all steps necessary for participation in the Local Agency  
32 Program ("LAP").  
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34           Section 2: This resolution shall take effect immediately upon approval.  
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36           **PASSED and ADOPTED** this 2<sup>nd</sup> day of April, 2012  
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39           Attest:   
40           Meighan Alexander  
41           Village Clerk  
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Shelley Stanczyk  
Mayor

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**READ AND APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eve Boutsis  
Village Attorney

**FINAL VOTE AT ADOPTION:**

- Council Member Patrick Fiore                    YES
- Council Member Howard J. Tendrich           YES
- Council Member Joan Lindsay                   YES
- Vice-Mayor Brian W. Pariser                   YES
- Mayor Shelley Stanczyk.                         YES

**SAFE ROUTES TO SCHOOL APPLICATION**  
**Coral Reef Elementary School**  
**Opinion of Probable Cost**

Roadway Segment	Recommended Improvement	Length	Unit	Total
SW 87 <sup>th</sup> Ave. (SW 144 <sup>th</sup> St. to SW 160 <sup>th</sup> St.)	Install 5' sidewalk on west side between SW 146 <sup>th</sup> St. to SW 152 <sup>nd</sup> St. where gaps exist	377	Ft.	\$5,881.20
	Install solar powered pedestrian crossing features at SW 152 <sup>nd</sup> St. – all ways	4	AS	\$6,400.00
SW 82 <sup>nd</sup> Ave. (SW 144 <sup>th</sup> St. to SW 152 <sup>nd</sup> St.)	Install 5' sidewalk on east side between SW 146 <sup>th</sup> St. to SW 152 <sup>nd</sup> St. where gaps exist	661	Ft.	\$12,161.60
	Install solar powered pedestrian crossing features at SW 152 <sup>nd</sup> St. – all ways	4	AS	\$6,400.00
	Install painted 12" crosswalk at intersection - all sides	200	Ft	\$270.00
SW 77 <sup>th</sup> Ave. (SW 145 <sup>th</sup> St. to SW 168 <sup>th</sup> St.)	Install 5' sidewalk on the east side between SW 156 <sup>th</sup> St. and SW 159 <sup>th</sup> Terrace	1091	Ft	\$20,719.60
	Install painted 12" crosswalk at SW 152 <sup>nd</sup> St. - all sides	200	Ft	\$270.00
SW 152 <sup>nd</sup> St. (S Dixie Highway to SW 67 <sup>th</sup> Ave.)	Install painted 12" crosswalk north and south side of SW 152 <sup>nd</sup> St. for east/west crossing at 12 locations	360	Ft	\$486.00
	Install solar powered pedestrian crossing features at Intersection of SW 77 <sup>th</sup> Ave. – all ways	4	AS	\$6,400.00
	In stall "No Parking" signs in bus lanes in front of school	5	AS	\$500.00
	Install painted 12" wide crosswalk at Intersection of Old Cutler, SW 77 <sup>th</sup> Ave. and SW 82 <sup>nd</sup> Ave.	500	Ft	\$675.00
SW 160 <sup>th</sup> St. (SW 90 <sup>th</sup> Ave. to SW 79 <sup>th</sup> Ave.)	Install 5' sidewalk on north side between SW 82 <sup>nd</sup> Ave. and SW 79 <sup>th</sup> Ave. where gaps exist	1059	Ft.	\$28,620.40
	Install painted 12" wide crosswalk at SW 79 <sup>th</sup> Ave. Intersection – all sides	200	Ft.	\$270.00
Preliminary Costs				\$89,053.80
Contingency (20%)				\$17,810.76
Mobilization/Maintenance of Traffic (10%)				\$8,905.38
<b>Opinion of Total Cost</b>				<b>\$115,769.94</b>
Professional Engineering Design/ Construction Engineering and Inspection (CEI)(15% of Total)				\$17,390.06

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FPN: 431500-1	Fund: _____	FLAIR Approp: _____
Federal No: <u>SRTS 282</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: <u>AQQ45</u>	Vendor No: <u>VF050541068.001</u>

Data Universal Number System (DUNS) No: 80-939-7102  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS AGREEMENT, made and entered into this 15 day of August, 2012 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and The Village of Palmetto Bay hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the installation of sidewalks, solar powered pedestrian crossing flashers, cross-walk pavement markings, no parking signs, and turn restriction signs near Coral Reef Elementary School and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) "A", "B" and "1" are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Inactivity and Removal of Any Unbilled Funds**

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

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appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

### **Removal of All Funds**

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before December 31, 2013. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

### **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 133,160.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

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**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

**5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

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**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

#### **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

**Part III - Other Audit Requirements:** The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

**Part IV - Report Submission:**

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - a) The Department at each of the following address(es):

Florida Department of Transportation  
1000 NW 111 Avenue, Room 6251  
Miami, Florida 33172  
Attention: Ms. Vicki Gatanis, FDOT District 6 LAP Administrator
  - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation  
1000 NW 111 Avenue, Room 6251  
Miami, Florida 33172  
Attention: Ms. Vicki Gatanis, FDOT District 6 LAP Administrator

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In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation  
1000 NW 111 Avenue, Room 6251  
Miami, Florida 33172  
Attention: Ms. Vicki Gatanis, FDOT District 6 LAP Administrator

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation  
1000 NW 111 Avenue, Room 6251  
Miami, Florida 33172  
Attention: Ms. Vicki Gatanis, FDOT District 6 LAP Administrator

- b) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Florida Department of Transportation  
1000 NW 111 Avenue, Room 6251  
Miami, Florida 33172  
Attention: Ms. Vicki Gatanis, FDOT District 6 LAP Administrator

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

**8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI – Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; 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.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; 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.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

### **13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may

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then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**13.07 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.08 Right-of-Way Certification:** Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

**13.09 Agency Certification:** The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

**13.10 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.11 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

**13.12 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.13 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

**13.15 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

**13.16 E- VERIFY**

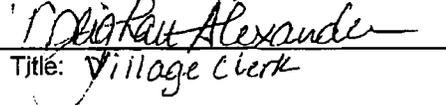
The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

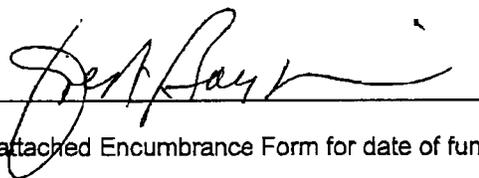
AGENCY:   
By: \_\_\_\_\_  
Name: Ron E. Williams  
Title: Village Manager

Attest:   
Title: Village Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
By:   
Name: Harold A. Desdunes, P.E.  
Title: District Director of Transportation Development

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

Legal Review:





See attached Encumbrance Form for date of funding approval by Comptroller.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PRODUCTION SUPPORT  
08/06  
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**EXHIBIT "1"**

**SINGLE AUDIT ACT**

**Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** \$ 133,160.00

**Compliance Requirement:**

**Allowable Activities:** To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 431500-1

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
The Village of Palmetto Bay, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

Dated \_\_\_\_\_

PROJECT LOCATION: Within a 1/2 mile radius of Coral Reef Elementary School

The project \_\_\_ is  is not on the National Highway System.

The project \_\_\_ is  is not on the State Highway System.

PROJECT DESCRIPTION: Installation and/or construction of sidewalks, solar powered pedestrian crossing features, crosswalks, and "No Parking" signage.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A.
- b) Design to be completed by October 31, 2012.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by November 31, 2012.
- f) Construction to be completed by June 30, 2013.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PRODUCTION SUPPORT  
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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS Village of Palmetto Bay, Public Works Department 9705 E. Hibiscus Street Miami, Florida 33157	FPN: 431500-1
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**PROJECT DESCRIPTION**

Name: SAFE RTS TO SCHOOL INFRASTRUCTURE PRIORITY 1 CORAL REEF ELEM SCHOOL Length: NA

Termini: Areas surrounding Coral Reef Elementary School in Miami-Dade County Florida

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> FY: FY: FY: Total Planning Cost			
<b>Project Development &amp; Environment (PD&amp;E)</b> FY: FY: FY: Total PD&E Cost			
<b>Design</b> FY: FY: 2012-2013 FY: Total Design Cost	\$10,000.00 \$10,000.00		\$10,000.00 \$10,000.00
<b>Right-of-Way</b> FY: FY: FY: Total Right-of-Way Cost			
<b>Construction</b> FY: FY: 2012-2013 FY: FY: Total Construction Cost	\$115,770.00		\$115,770.00
<b>Construction Engineering and Inspection (CEI)</b> FY: FY: 2012-2013 FY: Total CEI Cost Total Construction and CEI Costs	\$7,390.00 \$7,390.00 \$123,160.00		\$7,390.00 \$7,390.00 \$123,160.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$133,160.00</b>		<b>\$133,160.00</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

SAFE ROUTES TO SCHOOL APPLICATION  
 Coral Reef Elementary School  
 Opinion of Probable Cost

Roadway Segment	Recommended Improvement	Length	Unit	Total
SW 87 <sup>th</sup> Ave. (SW 144 <sup>th</sup> St. to SW 160 <sup>th</sup> St.)	Install 5' sidewalk on west side between SW 146 <sup>th</sup> St. to SW 152 <sup>nd</sup> St. where gaps exist	377	Ft.	\$5,881.20
SW 82 <sup>nd</sup> Ave. (SW 144 <sup>th</sup> St. to SW 152 <sup>nd</sup> St.)	Install solar powered pedestrian crossing features at SW 152 <sup>nd</sup> St. - all ways	4	AS	\$6,400.00
	Install 5' sidewalk on east side between SW 146 <sup>th</sup> St. to SW 152 <sup>nd</sup> St. where gaps exist	661	Ft.	\$12,161.60
	Install solar powered pedestrian crossing features at SW 152 <sup>nd</sup> St. - all ways	4	AS	\$6,400.00
	Install painted 12" crosswalk at intersection - all sides	200	Ft.	\$270.00
SW 77 <sup>th</sup> Ave. (SW 145 <sup>th</sup> St. to SW 168 <sup>th</sup> St.)	Install 5' sidewalk on the east side between SW 156 <sup>th</sup> St. and SW 159 <sup>th</sup> Terrace	1091	Ft.	\$20,719.60
	Install painted 12" crosswalk at SW 152 <sup>nd</sup> St. - all sides	200	Ft.	\$270.00
SW 152 <sup>nd</sup> St. (S Dixie Highway to SW 67 <sup>th</sup> Ave.)	Install painted 12" crosswalk north and south side of SW 152 <sup>nd</sup> St. for east/west crossing at 12 locations	360	Ft.	\$486.00
	Install solar powered pedestrian crossing features at intersection of SW 77 <sup>th</sup> Ave. - all ways	4	AS	\$6,400.00
SW 160 <sup>th</sup> St. (SW 90 <sup>th</sup> Ave. to SW 79 <sup>th</sup> Ave.)	In stall "No Parking" signs in bus lanes in front of school	5	AS	\$500.00
	Install painted 12" wide crosswalk at intersection of Old Cutler, SW 77 <sup>th</sup> Ave. and SW 82 <sup>nd</sup> Ave.	500	Ft.	\$675.00
	Install 5' sidewalk on north side between SW 82 <sup>nd</sup> Ave. and SW 79 <sup>th</sup> Ave. where gaps exist	1059	Ft.	\$28,620.40
Preliminary Costs	Install painted 12" wide crosswalk at SW 79 <sup>th</sup> Ave. Intersection - all sides	200	Ft.	\$270.00
Contingency (20%)				\$89,053.80
Mobilization/Maintenance of Traffic (10%)				\$17,810.76
Opinion of Total Cost				\$8,905.38
				\$115,769.94
Professional Engineering Design/ Construction Engineering and Inspection (CEI)(15% of Total)				\$17,390.06

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**RESOLUTION NO. 2012-29**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SAFE ROUTES TO SCHOOL AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NECESSARY DOCUMENTS OR AGREEMENTS IN ASSOCIATION WITH THE VILLAGE'S PARTICIPATION IN THE LOCAL AGENCY PROGRAM; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY FOR PARTICIPATION IN THE LOCAL AGENCY PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palmetto Bay contracted with The Corradino Group to prepare a Safe Routes to School Study for the Village of Palmetto Bay; and,

**WHEREAS**, Safe Routes To Schools (SRTS) projects were developed for Coral Reef Elementary based on the steering committee's input, review of several planning factors including examination of the school boundary, aerial photography, existing and future land uses, crash data, traffic counts, post speed limits, and location of traffic control devices; and,

**WHEREAS**, the final report documents and recommendations of the SRTS were accepted by Village Council at the April 2011 Council meeting; and,

**WHEREAS**, Florida Department of Transportation receives millions of dollars for use on SRTS projects each fiscal year; and,

**WHEREAS**, since FDOT plans its work according to a 5-year Work Program, they solicited projects in FY 2010-2011 to be funded through FY 2016 in anticipation that the SRTS Program will be continued in the next Transportation Act; and,

**WHEREAS**, the Department with the support of Miami-Dade County Public Schools submitted a SRTS infrastructure funding application for Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary to FDOT in April of 2011 to solicit funding to implement the recommendations of the individual SRTS studies; and,

**WHEREAS**, FDOT announced on October 19, 2011 the selection of Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary for funding improvements requested through the FDOT Safe Route to School Program; and,

**WHEREAS**, the cost for the overall improvements for these schools shall not exceed the allocated funding (Howard Drive Elementary \$5,670; Coral Reef Elementary \$133,160 and Perrine Elementary \$471,360) and the funding years for the proposed improvements shall be in accordance with Exhibit 2 (attachment); and,

1           **WHEREAS**, additionally, the Village of Palmetto Bay must submit a Local Agency Program  
2 (LAP) agreement to FDOT for execution for each federally funded project identified on Exhibit 2;  
3 and,  
4

5           **WHEREAS**, on March 12, 2012 Village Council approved Resolution No. 2012-14  
6 authorizing the Village Manager to enter into a LAP agreement with FDOT for funding in an  
7 amount of \$5,670 for Howard Drive Elementary SRTS infrastructure improvements; and,  
8

9           **WHEREAS**, Coral Reef Elementary SRTS infrastructure improvements are scheduled for  
10 Design in FY 2013; FDOT would like to advance the SRTS Coral Reef Elementary School project;  
11 and,  
12

13           **WHEREAS**, the proposed advancement requires that funds be encumbered in August 2012  
14 for the design phase; and,  
15

16           **WHEREAS**, therefore, the signed LAP Agreement with FDOT for funding in an amount  
17 of \$133,160 for Coral Reef Elementary infrastructure improvements must be submitted to FDOT  
18 by no later than July, 15 2012; and,  
19

20           **WHEREAS**, the Village as the maintaining agency is responsible for entering into a Local  
21 Agency Program agreement with FDOT to design, construct, and/or maintain the project; and,  
22

23           **WHEREAS**, FDOT will reimburse the Village of Palmetto Bay following documentation of  
24 completion of the project.  
25

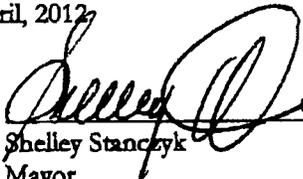
26           **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
27 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
28

29           Section 1: The Village Manager is authorized to execute the necessary documents or  
30 agreements in association with the Village's participation in the Local Agency Program ("LAP") and  
31 further authorizing Village officials to take all steps necessary for participation in the Local Agency  
32 Program ("LAP").  
33

34           Section 2: This resolution shall take effect immediately upon approval.  
35

36           **PASSED and ADOPTED** this 2<sup>nd</sup> day of April, 2012.  
37

38  
39           Attest:   
40           Meighan Alexander  
41           Village Clerk  
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Shelley Stanczyk  
Mayor

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**READ AND APPROVED AS TO FORM:**

  
Eve Boutsis  
Village Attorney

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore	<u>YES</u>
Council Member Howard J. Tendrich	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor Brian W. Pariser	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

**VILLAGE OF PALMETTO BAY  
SCOPE OF WORK  
“Safe Routes to School – Coral Reef Elementary”**

**PROJECT UNDERSTANDING**

The scope of this work order will include professional engineering services to prepare construction plans, specifications, and contract documents for the safe routes to school application for Coral Reef Elementary School. The proposed improvements will consist of ADA and signing and pavement marking upgrades along the following roadway segments as described below:

- S.W. 87<sup>th</sup> Avenue from S.W. 144<sup>th</sup> Street to S.W. 160<sup>th</sup> Street
  - Add 5' sidewalk along the west side of the segment from S.W. 146<sup>th</sup> Street to S.W. 147<sup>th</sup> Terrace where none exists
- S.W. 82<sup>nd</sup> Avenue from S.W. 144<sup>th</sup> Street to S.W. 152<sup>nd</sup> Street
  - Add 5' sidewalk along the east side of the segment from S.W. 146<sup>th</sup> Street to S.W. 148<sup>th</sup> Drive where none exists
  - S.W. 152<sup>nd</sup> Street - Provide 12" crosswalk markings at all sides of the intersection
- S.W. 77<sup>th</sup> Avenue from S.W. 145<sup>th</sup> Street to S.W. 168<sup>th</sup> Street
  - Add 5' sidewalk along the east side of the segment from S.W. 156<sup>th</sup> Street to S.W. 159<sup>th</sup> Terrace where none exists
  - S.W. 152<sup>nd</sup> Street - Provide 12" crosswalk markings at all sides of the intersection
- S.W. 152<sup>nd</sup> Street from S. Dixie Highway to S.W. 67<sup>th</sup> Avenue
  - Add 12" crosswalk markings for the north and south sides of S.W. 152<sup>nd</sup> Street (east/west crossings) at 12 locations
  - Add "No Parking" signs along the bus lane in front of the school
  - Add 12" crosswalk markings at the intersections of Old Cutler, S.W. 77<sup>th</sup> Avenue, and S.W. 82<sup>nd</sup> Avenue
- S.W. 160<sup>th</sup> Street from S.W. 90<sup>th</sup> Avenue to S.W. 79<sup>th</sup> Avenue
  - Add 5' sidewalk along the north side of the segment from S.W. 81<sup>st</sup> Avenue to S.W. 79<sup>th</sup> Avenue where none exists
  - S.W. 79<sup>th</sup> Avenue - Provide 12" crosswalk markings at all sides of the intersection

Elements of work shall include roadway and signing and pavement markings. A Topographic Survey is not included under the scope of services, hence the proposed improvements will be developed utilizing existing aerials of the subject locations.

The scope also includes providing assistance to the Village during the bidding and contractor selection process, as well as the construction phase and closeout of the project.

The following is our scope of services and schedule of fees:

**Task 01 - DESIGN AND PERMITTING PHASE:**

- A. Attend "kick-off" meeting and initial coordination with the Village of Palmetto Bay Public Works Department.

- B. Attend coordination meeting with Miami-Dade County Public Works Traffic Engineering Division.
- C. Prepare construction plans for the improvements described above.
- D. Provide updated Engineer's Opinion of Probable Construction Cost.
- E. Prepare Construction Contract Agreement & Design Specification Document (Project Manual).
- F. Furnish 75% complete plans and Project Manual; present and attend one meeting to review the project with the Village of Palmetto Bay's Public Works Director and/or staff.
- G. Furnish 5 copies of the final plans and project manual and one electronic copy to the Public Works Department.

The fee for the Design and Permitting Phase of the project is a Lump Sum amount of \$19,749.40.

**Task 02 - BID AND CONSTRUCTION PHASE (3 Month Duration):**

- A. Provide bid advertisement documents, respond to bidders' questions and attend pre-bid conference.
- B. Prepare addenda to Bid Documents, if required.
- C. Tabulate and evaluate bids received, check references of responsible lowest bidder and make recommendation.
- D. Assist in obtaining and reviewing documents needed to execute the contract between the Village of Palmetto Bay and the contractor.
- E. Attend Pre-construction conference.
- F. Review and approve / disapprove shop drawings.
- G. Perform project closeout with contractor, Final Inspection, Punch List, submit Certificate of Completion.
- H. Assist the Village of Palmetto Bay in securing "As-builts" from the contractor in both reproducible and electronic formats.

The fee for the Bid and Construction Phase of the project is a Lump Sum amount of \$3,662.40.

We will provide the services outlined in Tasks 01 and 02 in an expeditious and orderly manner to meet the schedule mutually agreed to by the Village of Palmetto Bay and The Corradino Group for the various elements of the project.

The total fee for the professional engineering services indicated in this Service Order is a Lump Sum amount of \$23,411.80

**CLOSURE**

The terms and conditions of the "Continuing Services Agreement" between the Village of Palmetto Bay and The Corradino Group (Corradino) shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to Corradino referencing this document as Exhibit "A". Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by Corradino.

I appreciate this opportunity to submit a letter agreement. Please contact me or Favio Laverde at (305) 594.0735 if you have any questions.

Very truly yours,

***THE CORRADINO GROUP***

***VILLAGE OF PLAMETTO BAY***

\_\_\_\_\_  
Joseph M. Corradino, AICP  
Executive Vice President

\_\_\_\_\_  
Corrice Patterson  
Public Works Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_





To: Honorable Mayor & Village Council

Date: December 31, 2012

From: Ron E. Williams, Village Manager

Re: Phase-2 of WBAY Gov't Access  
TV Programming & Underwriter  
Development; and Branding

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH ASAP BRAND INC. PRESENTED AS A RESULT OF COMPETITIVE NEGOTIATIONS, IN THE AMOUNT OF \$19,000; TO ENSURE COMPLIANCE WITH FLORIDA STATUTES RELATED TO GOVERNMENT-ACCESS TV PROGRAMMING OF PUBLIC MEETINGS; LAUNCHING PHASE-II OF WBAY VIDEO PROGRAM DEVELOPMENT AND UNDERWRITER DEVELOPMENT; UPDATING WBAY VISUAL BRANDING AND PROMOTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

In November 2011, the Village of Palmetto Bay launched government access cable-TV coverage of public meetings in order to enhance a "government transparency" through direct, efficient, real-time public access to the local governing process. The Village introduced this communications service with the understanding that in order to be authorized by Section 610.109, Florida Statutes 2009, related to Public, Educational, & Governmental Access, the channel must be used for programming within the municipality for at least 10 hours per day, of which five hours must be non-repeat programming. The Statute further stipulates if the municipality fails to meet this utilization criterion, the service provider may reprogram the channel at its discretion.

Village staff was authorized by Village Council in January 2012 to retain "Phase-1" services of ASAP Brand, Inc., to provide a range of deliverables, including: design, configuration, and customize a 10-hour TV program package to ensure we meet the State requirement; to provide strong creative and technical expertise in development of a quality "brand" for our new WBAY station, and; to manage the entire project from creative concept and content to final product, in multiple phases. We are pleased to report that we successfully met the stated goals of "Phase 1" that allowed us to launch a viable, appealing, professional new TV/Video communications platform that is informing, educating, and entertaining Palmetto Bay viewers.

Contingent upon successful completion of this intensive, first-year roll-out phase – and in order to maintain compliance with the State's Government Access Channel Statute – the next step,

"Phase 2," is about building foundation to sustain this new program. With Council approval, we will immediately and aggressively move into this needed second step: an intense, process of enhancing and streamlining our Gov't Access TV product. Over a six-month period, staff will utilize ASAP Brand's technical and marketing outreach expertise to realign WBAY branding, focus on securing ongoing community-based video programming, and secure ongoing, comprehensive underwriter support.

This Phase-2 agreement, presented as a result of competitive negotiations with ASAP Brand, Inc., deliverables, includes the following:

- ASAP will update existing promotional graphics for WBAY call letters to create a package that can be universally used on Comcast Channel 77, AT&T U-verse Channel 99, and other potential services (i.e., satellite service providers), whereby significantly expand our reach into the community, and increase station appeal among potential underwriters,
- ASAP will update the current branding concept and graphics package that will include the WBAY logo package.
- ASAP will update the :30 second station promotion, and provide updated static graphics and voice-over talent.
- As Staff's community outreach representative, ASAP will provide consultation and focused support to acquire an initial 18 hours of topical program content over the contract period, by developing and nurturing contacts at local schools, business groups, community-based organizations, and corporations. This content will reflect the spirit and fabric of the community, will serve to educate and entertain viewers, and will to enhance participation in the local governing process. These new contacts will agree to continue to provide a sustained flow of updated, original video programming covering a wide range of topics, for insertion by staff within the WBAY-TV programming line-up.
- ASAP will seek out underwriter/sponsorship opportunities to offset WBAY production and development costs. Additionally, this effort encompasses a joint-marketing effort with the Village's ongoing efforts at securing underwriters to support the Village's signature annual events (using the benefit of WBAY airtime and other attractive ROI exposure opportunities). As an outreach agent for Village staff, ASAP Brand will formalize relationships with the Village's existing business- and corporate-sponsors; and will develop and solicit new sources of underwriter support. Staff will receive at least \$21,000 in pledged funding support and achieve a sustained flow of (pledged or immediate) underwriter funding, renewable on an annual basis.
- Also included in the scope of work and project management from creative concept to final content are regular meetings and communication with Village staff, monthly updates, development of deliverables, art direction, content research, planning, supervision, and coordination.

Upon completion of "Phase 2," the Village's Government-Access TV program will be well positioned to continue its evolution as a high-quality, staff-managed communications service – sustained by robust underwriter support. With this step completed, staff will be able to move forward with the necessary community relationships, processes, and funding mechanism in place to continue its mission of providing enhanced government transparency, informing viewers, and encouraging economic development by effectively depicting Palmetto Bay as an enviable municipality in which to live and work.

**FISCAL/BUDGETARY IMPACT:**

Total Phase-2 Investment (Communications Division Budget): \$ 19,000.00

- \$7,000 – Realignment of WBAY Branding/Promotion deliverables: Repackaging of WBAY-77 creative concept, static and motion graphics for station ID, voice over talent, editing, post-production, and final cut to plug-in.
- \$12,000 – Community Outreach deliverables in 2 areas: *Video Programming* procurement of 18 on-air hours of community programming; *Underwriter Development* of \$21,000 in underwriter pledges for WBAY programming and/or Village event sponsorships; all related research; strategic-planning meetings with Staff; and overall project management.

**MONTHLY DETAIL:**

1<sup>st</sup> Month: \$5,500

- Update of static graphics and begin update motion graphics package (\$3,500).
- Establish strategy of procurement of programming content; and begin by establishing 2 community contacts to net 2 total hours of original video (\$1,000).
- Finalize “Sponsorship Opportunities Package” with Village staff; and develop comprehensive strategy with staff to solicit underwriter funding from existing and new corporate sponsors (\$1,000).

2<sup>nd</sup> Month: \$5,500

- Completion of motion graphics package (\$3,500).
- Establish 2 add'l community contacts, netting 2 total hours of original video (\$1,000).
- Utilize “Sponsorship Package” to net underwriter pledges for an additional \$3,000 in funding support (\$1,000).

3<sup>rd</sup> Month: \$2,000

- Establish 4 add'l community contacts, netting 4 total hours of original video (\$1,000).
- Utilize “Sponsorship Package” to net underwriter pledges for an additional \$3,000 in funding support (\$1,000).

4<sup>th</sup> Month: \$2,000

- Establish 4 add'l community contacts, netting 4 total hours of original video (\$1,000).
- Utilize “Sponsorship Package” to net underwriter pledges for an additional \$3,000 in funding support (\$1,000).

5<sup>th</sup> Month: \$2,000

- Establish 4 add'l community contacts, netting 4 total hours of original video (\$1,000).
- Utilize “Sponsorship Package” to net underwriter pledges for an additional \$6,000 in funding support (\$1,000).

6<sup>th</sup> Month: \$2,000

- Establish 2 add'l community contacts, netting 2 total hours of original video (\$1,000).
- Utilize “Sponsorship Package” to net underwriter pledges for an additional \$6,000 in funding support (\$1,000).

**RECOMMENDATION:**

Approval.

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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 ENTER INTO AN AGREEMENT WITH ASAP BRAND INC. PRESENTED AS A RESULT OF COMPETITIVE NEGOTIATIONS, IN THE AMOUNT OF \$19,000; TO ENSURE COMPLIANCE WITH FLORIDA STATUTES RELATED TO GOVERNMENT-ACCESS TV PROGRAMMING OF PUBLIC MEETINGS; LAUNCHING PHASE-II OF WBAY VIDEO PROGRAM DEVELOPMENT AND UNDERWRITER DEVELOPMENT; UPDATING WBAY VISUAL BRANDING AND PROMOTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is desirous of extending its agreement with ASAP Brand Inc. to continue development of Government-Access TV programming for the primary purpose of providing ongoing coverage of public meetings in the Village of Palmetto Bay; and

WHEREAS, in cooperation with ASAP Brand, Inc., this TV/video-based communications platform has successfully met the desired goals specified in ASAP Brand Inc.'s Phase-1 agreement (Exhibit B) of expanding the Village's overall mission of enhancing public awareness of and participation in the municipal governing process; and

WHEREAS, in order to be authorized by Section 610.109, Florida Statutes 2009, related to Public, Educational, and Governmental Access, the Village's Gov't Access TV station must meet the Government Access Channel by providing a stipulated mix of unique feature programming and public meetings, or be subject to reprogramming by TV/cable-service providers at their discretion; and

WHEREAS, the Village wishes to pursue a high-quality standard of creative and technical expertise in the development and presentation of WBAY branding and programming for public viewership; and

WHEREAS, ASAP Brand Inc. possesses professional technical, creative, and management expertise to update existing promotional on-air graphics and other branding platforms to be used in broadcasting WBAY via present and future TV/cable service providers; and

WHEREAS, the Village is now well positioned to utilize ASAP Brand Inc.'s, professional marketing outreach services to obtain 18 hours of original video programs from throughout the community; and to initiate an underwriter development campaign to offset WBAY production and development costs, while simultaneously attracting underwriters to fund and support Village events;

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

1           **Section 1:** The Village Manager is authorized to enter into a Phase-2 agreement with ASAP  
2 Brands, Inc., for Government Access TV programming and management, as attached hereto as  
3 Exhibit "A."  
4

5           **Section 2:** This resolution shall take effect immediately upon approval.  
6

7           **PASSED** and **ADOPTED** this \_\_\_\_ day of January, 2013.  
8  
9

10  
11 ATTEST: \_\_\_\_\_  
12           Meighan Alexander  
13           Village Clerk  
14

\_\_\_\_\_   
Shelley Stanczyk  
Mayor

15  
16 **READ AND APPROVED AS TO FORM:**  
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18

19 \_\_\_\_\_  
20 Eve Boutsis  
21 Village Attorney  
22

23 **FINAL VOTE AT ADOPTION:**

24  
25 Council Member Patrick Fiore           \_\_\_\_\_   
26  
27 Council Member Tim Schaffer           \_\_\_\_\_   
28  
29 Council Member Joan S. Lindsay       \_\_\_\_\_   
30  
31 Vice-Mayor John DuBois               \_\_\_\_\_   
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33 Mayor Shelley Stanczyk               \_\_\_\_\_   
34

**asap**

alex schreer advertising + promotions

December 31, 2012

Bill Kress  
**VILLAGE OF PALMETTO BAY**  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157

Dear Bill,

Thank you for taking the time to learn more about ASAP. As a marketing partner, we can define and execute marketing and brand strategy that is reflective of the mission and values that are the foundation of the Village of Palmetto Bay.

#### **About the ASAP Brand**

As industries turn increasingly competitive, it is clear that strong brands are the ones that survive and prosper. Over the last two decades, Alex Schreer Advertising & Promotions has combined ripe ideas and fresh thinking to build better brands throughout the United States and across international borders. Our focus is entirely on leveraging your brand by aligning all aspects of your business with it and creating consistent and powerful messages to unlock your brand's full potential.

#### **What We Believe**

We believe that your brand is your reputation. It is putting your best foot forward. Your brand, and what it conveys, is your company's firm handshake and smile. It is dressing the part for what your company stands for. It is the expectations that people have about you before they do business with you, and the experiences they have when they do, that form your reputation. You can proactively manage your reputation by ensuring that your brand - your communications, behaviors and actions - are consistent with what you want your reputation to be.

Effective branding is a process of continuous improvement that fully aligns and integrates your brand with all aspects of your internal and external business objectives.

8846 SW 129th Street Miami, Florida 33176  
**T** 305.662.1224 **C** 305.962.2727 **F** 305.238.3666

**VILLAGE OF PALMETTO BAY**

December 31, 2012

page 2

**ASAP Scope of Work  
Deliverables and Compensation  
Revised December 31, 2012**

ASAP will update the existing promotional graphics for Palmetto Bay's WBAY call letters to create a package that can be used on Comcast channel 77 as well as U-verse channel 99.

ASAP will update the current branding concept and graphics package that will include the WBAY logo package along with: WBAY intro motion graphic, bumper motion graphic, transition motion graphic, one show introduction motion graphic and one generic underwriting motion graphic.

ASAP will update the :30 station promotion, and provide updated static graphics and voice over talent.

Also included in the scope of work and project management from creative concept to final content are regular meetings and communication with Village of Palmetto Bay staff members, monthly updates, development of deliverables, art direction, content research, planning, supervision and coordination.

ASAP will provide consultation and outreach support for the acquisition of programming content as well as seek out sponsorship opportunities that support WBAY and the Village of Palmetto Bay.

**Investment Detail:**

- |   |    |                  |
|---|----|------------------|
| • Repackaging of WBAY-77 creative concept, static and motion graphics for station ID, voice over talent, editing, post-production and final cut to plug-in.                         | \$ | 7,000.00         |
| • ASAP consulting fee; including meetings with staff, project management, all research, programming development, and development of sponsorship opportunities and support for WBAY. |    | <u>12,000.00</u> |

Investment Detail: 19,000.00

**Month 1**

- Update of static graphics and begin update motion graphics package.
- Establish strategy of procurement of programming content; and begin by targeting net 2 total hours of original programming.
- Finalize "Sponsorship Opportunities Package" with Village staff; and develop comprehensive strategy with staff to solicit underwriter funding from existing and new corporate sponsors.

**Month 2**

- Completion of motion graphics package.
- Target/establish 2 additional community contacts, netting 2 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$3,000 in funding support.

## VILLAGE OF PALMETTO BAY

December 31, 2012

page 3

### Month 3

- Target/establish 4 additional community contacts, netting 4 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$3,000 in funding support.

### Month 4

- Target/establish 4 additional community contacts, netting 4 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$3,000 in funding support.

### Month 5

- Target/establish 4 additional community contacts, netting 4 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$6,000 in funding support.

### Month 6

- Target/establish 2 additional community contacts, netting 2 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$6,000 in funding support.

For production and items that fall outside of this agreement, a separate estimate of costs will be provided. Written approval will be required for any new project or service outside of this agreement. These projects and services will be invoiced separately.

### Terms and Conditions

Invoices: Invoices considered overdue after 30 days, will be subject to an interest rate of 1.5% per month, which shall be applied to all unpaid balances. All work by ASAP and its vendors may be suspended until payment is received on all invoices that remain unresolved thirty days after the invoice date.

Additional design and copy revisions: Additional design and copy revisions (after two) will be billed at the hourly rate of \$175/hour. ASAP will bill for any expenses incurred on behalf of the Village of Palmetto Bay for third party vendors offering services such as but not limited to printing, signage production, website/multimedia programming and stock photography/video purchases, if necessary. The Village of Palmetto Bay shall provide a deposit of 25% of the invoice total with the remaining balance due upon delivery.

Ownership of Intellectual Property: Unless otherwise indicated, all work performed under the agreement shall be considered work-for-hire and shall be owned by the Village of Palmetto Bay upon completion of agreement and all monies due to ASAP Direct, Inc.

The approach identified by ASAP in this agreement will not be executed until an authorized individual signs and returns this agreement.

VILLAGE OF PALMETTO BAY

December 31, 2012

page 4

**The ASAP Approach**

ASAP's branding strategy works proactively with the goals and values set forth by the Village of Palmetto Bay. This ongoing task of managing your reputation is accomplished by systematically monitoring the brand message and making fact based decisions that continually improve performance by aligning internal and external resources to deliver a clear, concise and powerful message.

At ASAP, we feel that dedicated personal involvement has a direct relationship on your success. We take great pleasure in submitting our proposal. Thank you for your confidence in our agency.

Sincerely,

Alex Schreer  
ASAP Direct, Inc.

**Village of Palmetto Bay**

\_\_\_\_\_  
Bill Kress or Authorized Representative  
Village of Palmetto Bay

\_\_\_\_\_  
date

RESOLUTION NO. 2012-08

1  
2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO  
5 AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO  
6 ENTER INTO AN AGREEMENT WITH ASAP BRANDS, INC.,  
7 PRESENTED AS A RESULT OF COMPETITIVE NEGOTIATIONS, IN  
8 THE AMOUNT OF \$25,000; TO ENSURE COMPLIANCE WITH  
9 FLORIDA STATUTES RELATED TO GOVERNMENT-ACCESS TV  
10 COVERAGE OF PUBLIC MEETINGS BY PROVIDING PROGRAM  
11 MANAGEMENT SERVICES, PRODUCTION AND MAINTENANCE  
12 SERVICES, AND VISUAL BRANDING; AND PROVIDING FOR AN  
13 EFFECTIVE DATE.

14  
15 WHEREAS, the Village of Palmetto Bay is desirous of entering into an agreement with  
16 ASAP Brands, Inc., to develop Government-Access TV programming on Comcast Channel 77 for  
17 the primary purpose of providing coverage of public meetings in the Village of Palmetto Bay; and  
18

19 WHEREAS, in order to be authorized by Section 610.109, Florida Statutes 2009, related to  
20 Public, Educational, and Governmental Access, the Village's Comcast Channel 77 must be used for  
21 original programming within the municipality for at least 10 hours per day; and  
22

23 WHEREAS, staff must act in good faith by making reasonable assurances to Comcast that  
24 programming will meet the Government Access Channel Statute – or the cable service provider may  
25 reprogram the channel at its discretion; and  
26

27 WHEREAS, the viewing public has indicated a strong interest in supporting a Government  
28 Access Channel, which will enhance public access to, and further community participation in Village  
29 government, programs, and services; and  
30

31 WHEREAS, staff requires professional technical and creative expertise to swiftly design,  
32 configure, and customize a quality programming package; to develop a branding concept and  
33 Channel 77 logo package, and to provide project management from creative concept and content to  
34 final product.  
35

36 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE  
37 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:  
38

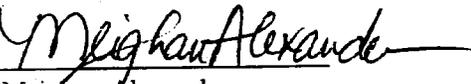
39 Section 1: The Village Manager is authorized to enter into an agreement with ASAP Brands,  
40 Inc., for Government Access TV programming and management, as attached hereto as Exhibit "A."  
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42 Section 2: This resolution shall take effect immediately upon approval.  
43

44 PASSED and ADOPTED this 9<sup>th</sup> day of January, 2012.  
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ATTEST:

  
Meighan Alexander  
Village Clerk

  
Shelley Stanczyk  
Mayor

**READ AND APPROVED AS TO FORM:**

  
Eve Boutsis  
Village Attorney

**FINAL VOTE AT ADOPTION:**

- Council Member Patrick Fiore YES
- Council Member Howard J. Tendrich YES
- Council Member Joan S. Lindsay YES
- Vice-Mayor Brian W. Pariser YES
- Mayor Shelley Stanczyk YES

# asap

alex schreer advertising + promotions

December 16, 2011

Bill Kress  
VILLAGE OF PALMETTO BAY  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157

RE: CHANNEL 77 BRANDING AGREEMENT

Dear Bill,

Thank you for taking the time to learn more about ASAP. As a marketing partner, we can define and execute marketing and brand strategy that is reflective of the mission and values that are the foundation of the Village of Palmetto Bay.

#### About the ASAP Brand

As industries turn increasingly competitive, it is clear that strong brands are the ones that survive and prosper. Over the last two decades, Alex Schreer Advertising & Promotions has combined ripe ideas and fresh thinking to build better brands throughout the United States and across international borders. Our focus is entirely on leveraging your brand by aligning all aspects of your business with it and creating consistent and powerful messages to unlock your brand's full potential.

#### What We Believe

We believe that your brand is your reputation. It is putting your best foot forward. Your brand, and what it conveys, is your company's firm handshake and smile. It is dressing the part for what your company stands for. It is the expectations that people have about you before they do business with you, and the experiences they have when they do, that form your reputation. You can proactively manage your reputation by ensuring that your brand - your communications, behaviors and actions - are consistent with what you want your reputation to be.

Effective branding is a process of continuous improvement that fully aligns and integrates your brand with all aspects of your internal and external business objectives.

8601 SW 68th Court Suite 3 Miami, Florida 33143  
T 305.662.1224 C 305.962.2727 F 305.238.3666

**VILLAGE OF PALMETTO BAY**

December 16, 2011

page 2

**ASAP Scope of Work  
Deliverables and Compensation**

ASAP will create promotional graphics for Palmetto Bay's Channel 77 as well as configure existing footage of council meetings, classic arts download and images from the Village archive to create 12 hours of on-air run time that will be scheduled to play on a loop.

ASAP will create a branding concept and graphics package that will include the Channel 77 logo package along with: Channel 77 intro motion graphic, bumper motion graphic, transition motion graphic, one show introduction motion graphic and one generic underwriting motion graphic.

ASAP will edit a :30 station promotion, add text to graphic images, edit blocks of content and edit existing and acquired content to create loop. Also included is copywriting script and voice over talent.

Also included in the scope of work and project management from creative concept to final content are regular meetings and communication with Village of Palmetto Bay staff members, monthly updates, conceptual research, an onsite-survey and evaluation of Palmetto Bay studio equipment, development of deliverables, art direction, content research, planning, supervision and coordination.

Village of Palmetto Bay will provide access to locations for filming and vector based artwork for station logo as well as current color scheme. Village of Palmetto bay will provide existing content and acquired content in a broadcast file format ready for editing.

**Deliverables \***

**Production:**

ASAP will shoot B roll of landmarks in Village of Palmetto Bay for :30 second promotional graphics and Station IDs with voice over (members of the community if available, ie: directors, commissioners and notables from the Village of Palmetto Bay).

ASAP will schedule all content order with Public Information Officer

ASAP will develop script with Public Information Officer approval

ASAP will provide voice over talent.

**Graphics:**

ASAP will create a 2D graphics package based on the station logo, colors and fonts including the following:

- (1) Channel 77 ID intro motion graphic
- (1) Channel 77 bumper motion graphic
- (1) Channel 77 transition motion graphic
- (1) generic show introduction motion graphic that can be used for future programming
- (1) generic underwriting motion graphic that can be used for future underwriting sponsorships

**VILLAGE OF PALMETTO BAY**

December 16, 2011

page 3

**Deliverables \*, continued**

**Post Production:**

Edit :30 second promo about Channel 77

Add text to graphics

Edit blocks of content

Addition editing for acquired content

Encode all files for server and upload to server and unload to server for viewing

**Deliverables from the Village of Palmetto Bay:**

Village of Palmetto Bay will provide access to locations for filming.

Village of Palmetto Bay will provide vector based artwork for station logo as well as current color scheme.

Village of Palmetto Bay will provide existing content and acquired content in a broadcast file format, ready for editing.

\* See attached timeline of deliverables

**Compensation**

Campaign:	
25% deposit due January 1, 2012	\$ 6,250.00
25% deposit due February 1, 2012	6,250.00
25% deposit due March 1, 2012	6,250.00
25% balance due upon delivery of loop	<u>6,250.00</u>
Total Phase 1 Investment:	\$ 25,000.00

**Phase 1 Investment Detail:**

• 12 hours of video from concept through deployment including all research, editing, post-production and final cut to plug-in	\$10,000.00
• Branding and creative concept and content	9,000.00
• Consulting fee; including meetings with staff, project management, monthly updates of public meetings, all research, features development, direction and production coordination	<u>6,000.00</u>
Phase 1 Investment Detail:	\$25,000.00

For production and items that fall outside of this agreement, a separate estimate of costs will be provided. Written approval will be required for any new project or service outside of this agreement. These projects and services will be invoiced separately.

**VILLAGE OF PALMETTO BAY**

December 16, 2011

page 4

**Terms and Conditions**

Invoices: Invoices considered overdue after 30 days, will be subject to an interest rate of 1.5% per month, which shall be applied to all unpaid balances. All work by ASAP and its vendors may be suspended until payment is received on all invoices that remain unresolved thirty days after the invoice date.

Additional design and copy revisions: Additional design and copy revisions (after two) will be billed at the hourly rate of \$175/hour. ASAP will bill for any expenses incurred on behalf of the Village of Palmetto Bay for third party vendors offering services such as but not limited to printing, signage production, website/multimedia programming and stock photography/video purchases, if necessary. The Village of Palmetto Bay shall provide a deposit of 25% of the estimate with the remaining balance due upon delivery.

Ownership of Intellectual Property: Unless otherwise indicated, all work performed under the agreement shall be considered work-for-hire and shall be owned by the Village of Palmetto Bay upon completion of agreement and all monies due to ASAP Direct, Inc.

The approach identified by ASAP in this agreement will not be executed until an authorized individual signs and returns this agreement.

**The ASAP Approach**

ASAP's branding strategy works proactively with the goals and values set forth by the Village of Palmetto Bay. This ongoing task of managing your reputation is accomplished by systematically monitoring the brand message and making fact based decisions that continually improve performance by aligning internal and external resources to deliver a clear, concise and powerful message.

At ASAP, we feel that dedicated personal involvement has a direct relationship on your success. We take great pleasure in submitting our proposal. Thank you for your confidence in our agency.

Sincerely,

Alex N. Schreer  
ASAP Direct, Inc.

**Village of Palmetto Bay**

\_\_\_\_\_  
Bill Kress or Authorized Representative  
Village of Palmetto Bay

\_\_\_\_\_  
date

# asap

alex schreer advertising + promotions

**Village of Palmetto Bay  
Channel 77  
proposed timeline of deliverables**

Week 1

ASAP will assist VPB in uploading current council meeting to Channel 77.

Week 2

ASAP to present station call letters and tagline, slogan, rejoins and slogans to VPB. With approval of this step, ASAP will proceed with Station ID production

Week 3

Begin scouting key locations for :30 intro. Identify with PIO final list of core "beauty shots" for current and future use

Week 4

Prepare w/ PIO a :30 script for introduction that will overlay key locations and welcome to Channel 77.

Week 5

Begin filming for key locations and possible key members of community for station identification.

Week 6 & 7

ASAP will begin post production efforts on recordings and all supplied video on file to create loop of Channel 77 content.

Week 8

Continue post production and add voice overs to intro :30 key location motion graphics, rejoins and possible underwriting sponsors..

Weeks 9 & 10

ASAP will begin assigning graphic art/lettering to all motion graphics including intro, :30 key location clip, rejoins and supplied content for brand continuity.

Week 11

Begin finalized order of content with VPB PIO for overall presentation and prepare file for server and upload to server

Week 12

Begin process of final master run to VPB studio and beta test all content

Week 13

Upload and roll out presentation of Channel 77 to VPB residents.

8601 SW 68th Court Suite 3 Miami, Florida 33143  
T 305.662.1224 C 305.962.2727 F 305.238.3666

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

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$22,200.90; PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the village for legal services rendered, and costs advanced, for the period ending December 21, 2012, in the amount of \$22,200.90; and,

**WHEREAS**, the amounts are reasonable and were necessarily incurred.

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

**Section 1.** The statements for attorneys' fees and costs received from FIGUEREDO & BOUTSIS, P.A., in the total amount of \$22,200.90, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this \_\_\_\_\_ day of January, 2013.

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

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

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

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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_  
Council Member Tim Schaffer \_\_\_\_\_  
Council Member Joan Lindsay \_\_\_\_\_  
Vice-Mayor John DuBois \_\_\_\_\_  
Mayor Shelley Stanczyk. \_\_\_\_\_

# FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

18001 Old Cutler Road - Fifth Floor

Telephone: (305) 235-9344

Miami, Florida 33157-6417

Facsimile: (305) 235-9372

December 21, 2012

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

Re: STATEMENTS FOR PROFESSIONAL SERVICES  
The Village of Palmetto Bay

Dear Mr. Williams:

Enclosed are our invoices for professional services rendered and for costs advanced for the period ending December 21, 2012 in the amount of **\$22,200.90**. I have tabulated the amounts *currently due* on each individual file as follows:

Please deduct from Village Attorney Account No. 5143110, General Legal.			
0293-001	Non-Retainer Legal Services <i>Invoice No. 20490 dated 12/21/12</i>	Prof'l Services Disbursements <b>Total Due</b>	\$ 13,745.50 890.66 <b>14,636.16</b>
	<b>Total</b>		<b>\$ 14,636.16</b>
Please deduct from Village Attorney Account No. 5143140, Code Enforcement.			
0293-002	<i>Zoning Application</i> <i>Invoice No. 20486 dated 12/21/12</i>	Prof'l Services Disbursements <b>Total Due</b>	\$ 2,830.50 56.61 <b>2,887.11</b>
	<b>Total</b>		<b>\$ 2,887.11</b>
0293-004	<i>Code Enforcement</i> <i>Invoice No. 20487 dated 12/21/12</i>	Prof'l Services Disbursements <b>Total Due</b>	\$ 1,697.00 33.94 <b>1,730.94</b>

0293-027	<i>Palmer Trinity vs. VPB</i> <i>Invoice No. 20488 dated 12/21/12</i>	Prof'l Services	\$	1,517.00
		Disbursements		52.18
		<b>Total Due</b>		<b>1,569.18</b>
0293-060	<i>Shores of Palmetto Bay vs. VPB</i> <i>Invoice No. 20474 dated 11/20/12</i>	Prof'l Services	\$	1,350.50
		Disbursements		27.01
		<b>Total Due</b>		<b>1,377.51</b>
	<b>Grand Total</b>		\$	<b>22,200.90</b>

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

Very truly yours,

Eve A. Boutsis  
Office of the Village Attorney

EAB/lcm  
Enclosures  
cc: Mayor and Village Council

**FIGUEREDO & BOUTSIS, P.A.**  
**ATTORNEYS & COUNSELORS**

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

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

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

December 21, 2012  
 Matter ID: 0293-001  
 General Municipal-VPB  
 Invoice Number 20490

			Hours	Amount
11/20/2012	EAB	No charge for attending runoff election.	4.00	0.00
11/21/2012	EAB	Follow up on election results.	0.40	74.00
11/21/2012	EAB	Communications with council persons and manager.	0.90	166.50
11/21/2012	EAB	Inquiries from Council relating to same.	0.70	129.50
11/26/2012	EAB	Attention to AGO requested opinion.	0.40	74.00
11/26/2012	EAB	Communications with Building Department.	0.20	37.00
11/26/2012	EAB	Attention to FPL litigation.	0.10	18.50
11/26/2012	EAB	Attention to effective date of charter amendments.	0.30	55.50
11/26/2012	EAB	Research on Section 104.31; and telephone conference with elected officials.	0.40	74.00
11/26/2012	EAB	Attention to Senior Exemption statute and ramifications of same (.4).	0.40	74.00
11/26/2012	EAB	Legal research relating to Chapter 102, F.S. telephone conference with Mrs. Meighan Alexander.	0.30	55.50
11/26/2012	EAB	Telephone conference with Mrs. Meighan Alexander.	0.30	55.50
11/26/2012	EAB	Communications with MDCCEPT Ms. Victoria Frigo.	0.30	55.50
11/26/2012	EAB	Communications with MDCCEPT Ms. Victoria Frigo.	0.30	55.50
11/27/2012	EAB	Prepared senior tax exemption ordinance and cover memorandum; and research relating to same and communications with Mr. Ron Williams and Mr. Desmond Chin regarding same.	2.50	462.50
11/27/2012	EAB	Meeting with Vice Mayor Elect John DuBois, Mr. Williams, and Mrs. Meighan Alexander.	2.50	462.50
11/28/2012	EAB	Attention to pending matters.	0.30	55.50
11/28/2012	EAB	Attended meeting with Commissioner Elect Tim Schaffer, Mr.	2.20	407.00

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## CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Williams and Mrs. Alexander.

11/29/2012	EAB	Meeting with Mr. Ed Silva regarding assignments (new ordinances on RFQ process, fee schedule and possible committees).	1.50	277.50
11/29/2012	EAB	Meeting with Mr. Darby Delsalle regarding pending matters including pending zoning applications, EAR, and updates to code. Telephone conferences with Mr. Chin and Mr. Williams regarding senior tax exemption.	0.70	129.50
11/29/2012	EAB	Telephone conferences with Mr. Chin and Mr. Williams regarding senior tax exemption.	0.30	55.50
11/30/2012	EAB	Attention to contract issue. Attention to FPL litigation.	0.20	37.00
11/30/2012	EAB	Meeting with Department Heads and Mayor Shelley Stanczyk regarding updates on pending requests.	2.20	407.00
11/30/2012	EAB	Telephone conferences with Mr. Chin and Mr. Williams regarding senior tax exemption.	0.20	37.00
12/3/2012	EAB	Telephone conference with Mayor Stanczyk regarding COW and insurance.	0.30	55.50
12/3/2012	EAB	Attention to Sunshine inquiry.	0.10	18.50
12/3/2012	EAB	Communications with VM Dubois on billing procedures and updates regarding same.	2.50	462.50
12/3/2012	EAB	Attended conference call regarding FPL Turkey Point Units 6 & Certification Application, Revision 2 with County, Miami, Pinecrest, Gables, South Miami, etc. (Village is an interested party due to location of lines).	0.50	92.50
12/3/2012	EAB	Attention to and prepared for council meeting.	0.70	129.50
12/3/2012	EAB	Telephone conference with Mr. Williams on pending matters and agenda for council meeting.	0.30	55.50
12/3/2012	EAB	Attended pre-meeting request; and swearing in and Council Meeting	2.50	462.50
12/4/2012	EAB	Telephone conference with Mr. Williams and Mrs. Alexander regarding after action.	0.40	74.00
12/4/2012	EAB	Attention to Quality Paving matter; and status of hearing.	0.10	18.50
12/4/2012	EAB	Telephone conference with Mayor Stanczyk.	0.40	74.00
12/4/2012	EAB	Telephone conference with Vice Mayor Dubois.	0.20	37.00
12/4/2012	EAB	Telephone conference with Mrs. Alexander; and communications with Mr. Williams - all related to public records requests.	0.30	55.50
12/4/2012	EAB	Communications with Mr. JB Harris.	0.20	37.00
12/5/2012	EAB	Attention to Singer public records requests; communications with Mr. Williams, Mr. Chin, and Mrs. Alexander relating to same; and research relating to same	0.70	129.50

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## CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

12/5/2012	EAB	Telephone conference with Mrs. Alexander and Mr. Williams regarding scheduling and pending items.	0.30	55.50
12/5/2012	EAB	Research and analysis relating to competitive procurement - 255.20(1); 255.0525(2), 255.103, 284.055, F.S; analyzed charter and procurement code and began drafting update on same; communications with Departments Heads regarding same.	3.00	555.00
12/5/2012	EAB	Telephone conference with Mayor Stanczyk.	0.20	37.00
12/6/2012	EAB	Attention to inquiries by Mr. David Singer and Mr. Harris regarding AGO.	0.20	37.00
12/6/2012	EAB	Provided council direction regarding sunshine and email communications.	0.20	37.00
12/6/2012	EAB	Communications with Ms. Olga Cadaval regarding public records exemptions; communications with Mrs. Alexander and Mr. Williams regarding personnel files and public records requests; attention to additional public record request by Mr. Singer; research relating to 119.07, F.S. and exemptions; legal research relating to same; telephone conference with AG Pat Gleason regarding same; and provided direction to staff regarding same.	1.70	314.50
12/6/2012	EAB	Began drafting Village Attorney January 2013 update.	1.00	185.00
12/6/2012	EAB	Review and provided document entry for FPL case management database.	0.20	37.00
12/6/2012	EAB	Research relating to privilege and shade sessions; telephone conference with AG Pat Gleason; and telephone conference with City Attorneys regarding same.	2.70	499.50
12/7/2012	EAB	Telephone conference with Mayor Stanczyk on pending items.	0.30	55.50
12/7/2012	EAB	Attention to Nuclear Regulatory matter with FPL.	0.10	18.50
12/7/2012	EAB	Communications with Mr. Joe Centorino.	0.40	74.00
12/7/2012	EAB	Telephone conference with Mrs. Olga Cadaval; and attention to HR related matters; and provided direction regarding same.	1.60	296.00
12/10/2012	EAB	Telephone conference with Mayor Stanczyk.	0.50	92.50
12/10/2012	EAB	Telephone conference with Mr. Williams on pending matters.	0.30	55.50
12/10/2012	EAB	Attention to COW agenda items.	0.30	55.50
12/10/2012	EAB	Legal research relating to first amendment and speech.	2.00	370.00
12/10/2012	EAB	Follow up with Mayor Stanczyk.	0.40	74.00
12/11/2012	EAB	Follow up on COW agenda items; and telephone conferences with Mrs. Alexander; Mr. Williams, and Mayor Stanczyk.	1.00	185.00
12/11/2012	EAB	Communications with the Florida League of Cities.	0.30	55.50
12/11/2012	EAB	Attention to FPL alternate corridors.	0.30	55.50

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## CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

12/11/2012	EAB	Attention to Jerry Williamson Dismissal by EEOC.	0.20	37.00
12/11/2012	EAB	Communications with Ms. Cadaval regarding Step 3 Grievance.	0.30	55.50
12/12/2012	EAB	Revised notice of hearing on Step 3 grievance with HR.	0.40	74.00
12/12/2012	EAB	Continued follow up communications with the Florida League of Cities.	0.30	55.50
12/12/2012	EAB	Reviewed and finalized temporary concessions stand contract for Parks Dept.	0.60	111.00
12/12/2012	EAB	Telephone conference with Mr. Williams; and telephone conference with Mayor Stanczyk.	0.30	55.50
12/12/2012	EAB	Attended COW meeting.	1.00	185.00
12/13/2012	EAB	Communications with Mr. Kirk Hearin; and updated concession agreement pursuant to further discussion and direction from staff.	1.00	185.00
12/13/2012	EAB	Attention to Quality Paving.	0.30	55.50
12/13/2012	EAB	Communications with Ms. Irma Cohen and Crosby Coleman.	0.30	55.50
12/13/2012	EAB	Attention to inquiry by Mr. Singer.	0.20	37.00
12/13/2012	EAB	Communications with Mr. Silva on pending draft ordinances for Building Dept.	0.20	37.00
12/14/2012	EAB	Meeting with Ms. Corrice Patterson regarding waiver of plat and C3TS.	1.00	185.00
12/14/2012	EAB	Attention to new case law relating to noise and communications with Mr. Chin regarding same.	0.30	55.50
12/14/2012	EAB	Began drafting revision to district height regulations.	3.00	555.00
12/14/2012	EAB	Telephone conference with Mr. Williams; and attention to PACE disclaimer.	0.40	74.00
12/14/2012	EAB	Reviewed contract and revised draft letter to C3TS regarding possible assignment.	0.40	74.00
12/17/2012	EAB	Attention to PACE disclaimer; and telephone conferences with Mayor Stanczyk regarding same.	0.50	92.50
12/17/2012	EAB	Telephone conference with Mr. Williams on pending matters.	0.30	55.50
12/17/2012	EAB	Attention to AGO.	0.60	111.00
12/17/2012	EAB	Communications with Ms. Cadaval regarding personnel matter.	0.20	37.00
12/17/2012	EAB	Attention to DOAH filings and alternate corridor - FPL matter.	0.30	55.50
12/17/2012	EAB	Telephone conference with Mr. Jerry Proctor regarding charter amendment enactment.	0.20	37.00
12/17/2012	EAB	Telephone conference with Mrs. Alexander regarding pending public records requests.	0.30	55.50

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## CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

12/17/2012	EAB	Attended P&Z meeting.	2.50	462.50
12/17/2012	EAB	Updated village attorney update for January 2013.	0.40	74.00
12/18/2012	EAB	Drafted revisions to height regulations; and telephone conference with Mr. Delsalle regarding same.	0.60	111.00
12/18/2012	EAB	Telephone conference with Mrs. Fanny Carmona Gonzalez and Mr. Delsalle regarding parks master plan; telephone conference with Mrs. Alexander; conference call regarding same; and drafted resolution relating to same.	2.00	370.00
12/18/2012	EAB	Communications with Mr. Delsalle regarding draft ordinance; and revised ordinance (draft 3) relating to height of residential properties for first reading.	0.80	148.00
12/18/2012	EAB	Research relating to public records and drafted response to Mr. Singer regarding same; attention to AG opinion and communications with council; and communications with Mrs. Alexander and Mr. Williams regarding same.	0.80	148.00
12/18/2012	EAB	Attended agenda review with staff.	1.00	185.00
12/19/2012	EAB	Finalized letter to Jerome Johnson; provided direction to Ms. Patterson and Mr. Delsalle regarding same.	0.40	74.00
12/19/2012	EAB	Telephone conference with Mr. Delsalle regarding pending matters and assignments including but not limited to Parks Master Plan and pending ordinances for drafting.	0.30	55.50
12/19/2012	EAB	Attention to holiday lighting displays by government and regulations/protocol regarding same.	0.30	55.50
12/19/2012	EAB	Telephone conference with Mrs. Alexander; telephone conference with Mr. Williams; and attention to public records requests pending.	0.50	92.50
12/19/2012	EAB	Telephone conference with Mayor Stanczyk on various items.	0.60	111.00
12/19/2012	EAB	Attended planning association meeting on pending planning development issues.	1.50	277.50
12/19/2012	EAB	Communications with Mr. Jeff Hochman; communications with Mrs. Alexander, Mr. Williams and Mr. Singer - all communications relating to public records requests.	1.00	185.00
12/20/2012	EAB	Telephone conference with CP Schaffer regarding opposed agenda items and pending matters; telephone conference with Mr. Delsalle; and communications with Mr. Williams, Mrs. Alexander and Mr. Delsalle.	1.00	185.00
12/20/2012	EAB	Telephone conference with VM DuBois.	0.30	55.50
12/20/2012	EAB	Telephone conference with Mr. Hochman.	0.40	74.00
12/20/2012	EAB	Began drafting memorandum on 119, 286 and attorney client privilege.	2.50	462.50
12/21/2012	EAB	Continued drafting memorandum on shade sessions.	1.00	185.00

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Total Professional Services	13,745.50
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**Rate Summary**

Eve A. Boutsis	4.00 hours at \$ 0.00/hr	0.00
Eve A. Boutsis	74.30 hours at \$185.00/hr	13,745.50

Total hours:	<u>78.30</u>	<u>13,745.50</u>
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**Disbursements**

11/30/2012	Database Legal research	615.75
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12/21/2012	Disbursements incurred - 2.0%	274.91
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**Payments and Credits**

12/4/2012	Check No.: 16182	15,832.81
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12/19/2012	Check No.: 16281	9,515.37
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Sub-total Payments:	<u>25,348.18</u>
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For Professional Services	13,745.50
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For Disbursements Incurred	890.66
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Current Balance:	<u>14,636.16</u>
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Previous Balance:	25,348.18
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Payments - Thank you	25,348.18
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<b>Total Due</b>	<u><b>14,636.16</b></u>
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To be properly credited, please indicate Invoice Number on your remittance check.

**FIGUEREDO & BOUTSIS, P.A.**  
**ATTORNEYS & COUNSELORS**

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

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

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

December 21, 2012  
 Matter ID: 0293-002  
 Zoning Applications  
 Invoice Number 20486

			Hours	Amount
11/20/2012	EAB	Attention to plat matter with Mr. Darby Delsalle; revised zoning analysis; and telephone conference with Mr. Delsalle.	0.80	148.00
11/26/2012	EAB	Attention to school use and sign request for commercial property along US 1.	0.60	111.00
11/26/2012	EAB	Telephone conference with Mr. Jerry Proctor regarding Alexander Montessori school; communications with Mr. McGhee; and attention to Paradise Point.	0.70	129.50
11/27/2012	EAB	Telephone conference with Mr. Delsalle and Mr. Efren Nunez on pending zoning items; communications with Mr. Jerry Proctor and Mr. McGhee; and follow up on PBVC OPD and uses permitted as it relates to VMU v. OPD.	0.80	148.00
11/28/2012	EAB	Telephone conference with Mr. Simon Ferro.	0.30	55.50
11/28/2012	EAB	Telephone conference with Mr. Delsalle on pending issues.	0.40	74.00
11/28/2012	EAB	Communications with Mr. Proctor.	0.20	37.00
12/3/2012	EAB	Telephone conference with Mr. Jerry Proctor regarding Alexander Montessori School.	0.20	37.00
12/3/2012	EAB	Telephone conference with Mr. Jerry Proctor on sign variance/dec of restriction in lieu of unity of title for property adjacent to US 1; and attention to Alexander Montessori item with Mr. Proctor.	0.30	55.50
12/4/2012	EAB	Attention to P&Z agenda and communication by applicant regarding lobbyist registration and Mr. Michael Kesti.	0.20	37.00
12/4/2012	EAB	Attention to Browne Estates Final Plat and communications with Mr. Delsalle regarding same.	0.40	74.00
12/5/2012	EAB	Prepared P&Z memorandum for elected officials and circulated same.	1.50	277.50
12/6/2012	EAB	Attention to Paradise Point appeal period.	0.10	18.50
12/6/2012	EAB	Communications with Mr. Nunez and research relating to	0.30	55.50

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Declaration of Restrictions for 8950 SW 159th Terrace.

12/7/2012	EAB	Attention to South Motors matter with Mr. Delsalle; and communication with Mr. Simon Ferro regarding same.	0.30	55.50
12/12/2012	EAB	Meeting with Mr. Delsalle on pending zoning items including but not limited to Van Orsdel property (.5); meeting with Manager Ron Williams, Mr. Delsalle, Ms. Corrice Patterson, Mr. Ed Silva, Ms. Fanny Carmona Gonzalez regarding BMW site (1.0).	1.50	277.50
12/12/2012	EAB	Meeting with CP Tim Schaffer, Mr. Williams, and Mr. Delsalle on zoning matters.	1.00	185.00
12/13/2012	EAB	Telephone conference with Mr. Delsalle regarding assignment received during COW as to roof height modification in LDC.	0.20	37.00
12/17/2012	EAB	Analyzed agenda for P&Z meeting; telephone conference with CP Joan Lindsay regarding same; and telephone conference with Mayor Shelley Stanczyk regarding same.	1.00	185.00
12/18/2012	EAB	Communications with Ms. Patterson and Mr. Delsalle regarding Jerome Johnson plat.	0.30	55.50
12/18/2012	EAB	Drafted Cetta zoning resolution; drafted Sir Galloway resolution; and review of revisions to same with Mr. Delsalle.	2.00	370.00
12/18/2012	EAB	Telephone conference with Mr. Jerry Proctor and Mr. Delsalle regarding RU-5 zoning and shared parking.	0.40	74.00
12/19/2012	EAB	Communications with Mr. Proctor.	0.40	74.00
12/20/2012	EAB	Attention to CRP analysis and memorandum.	1.00	185.00
12/21/2012	EAB	Telephone conference with Mr. Delsalle and finalized CRP analysis memorandum with Mr. Delsalle.	0.40	74.00
				2,830.50
			Total Professional Services	2,830.50

**Rate Summary**

Eve A. Boutsis	15.30 hours at \$185.00/hr	2,830.50
	Total hours: 15.30	2,830.50

12/21/2012 Disbursements incurred - 2.0% 56.61

**Payments and Credits**

12/4/2012	Check No.: 16182	1,792.65
12/19/2012	Check No.: 16281	1,226.55

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

	<u>3,019.20</u>
Sub-total Payments:	3,019.20
For Professional Services	2,830.50
For Disbursements Incurred	56.61
Current Balance:	<u>2,887.11</u>
Previous Balance:	3,019.20
Payments - Thank you	3,019.20
<b>Total Due</b>	<u><b>2,887.11</b></u>

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**ATTORNEYS & COUNSELORS**

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Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

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

December 21, 2012  
 Matter ID: 0293-004  
 Code Enforcement  
 Invoice Number 20487

			Hours	Amount
11/30/2012	EAB	Attention to lien release inquiry by Attorney Steven Vincent; and provided direction on resolution of release of lien.	0.30	55.50
12/3/2012	EAB	Attention to foreclosure matters relating to village liens - filings for summary judgment and hearings relating to same.	0.60	111.00
12/4/2012	EAB	Reviewed Hugo property files, liens, and began drafting injunction request to Special Master to clean up 12' grass, etc; communications with Mr. Darby Delsalle and Ms. Vanessa Bencomo on facts relating to this matter; and drafted injunction complaint and verifying affidavit.	2.80	518.00
12/5/2012	LCM	Reviewed file for compliance with all deadlines and documentation submitted to both Clerk of Court and Tax Deed Unit (1.2); telephone conference with Alex at Clerk of Court re: status of matter (.3); telephone conference with Betty at the Clerk of the Court Foreclosure Department re: status of matter (.5); telephone call with Tania at Tax Deed Unit re: inquiry of tax deed surplus (.2); and telephone call with Monica at the Tax Deed Unit re: inquiring of surplus and review by Clerk of the file to make sure of compliance (.3).	2.20	143.00
12/5/2012	EAB	Follow up on Romero property and unsafe structure matter with Mr. Ed Silva.	0.30	55.50
12/5/2012	EAB	Drafted letter to foreclosure attorney regarding Dorsey matter.	0.40	74.00
12/6/2012	EAB	Telephone conference with Mr. Delsalle regarding pending items in special master and possible revisions to code.	0.30	55.50
12/6/2012	EAB	Dorsey matter: Review and provided document entry for case management database and preparation of exhibits to motion and complaint.	0.30	55.50
12/7/2012	EAB	Telephone conference with Mr. Delsalle regarding code compliance related enforcement and unsafe structures.	0.30	55.50
12/7/2012	EAB	Attention to motion for summary judgment.	0.40	74.00

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## CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

12/10/2012	EAB	Telephone conference with Mr. Delsalle and attention to unsafe structures; and analyzed MDCC Chapter 8, and 8C.	0.60	111.00
12/10/2012	EAB	Telephone conference with Mr. Delsalle regarding unsafe structures - procedures and update; email communications with Mr. Ed Silva regarding same.	0.40	74.00
12/11/2012	EAB	Attention to Dorsey hearing date; and attention to two bank foreclosure matters with Village liens.	0.30	55.50
12/12/2012	EAB	Analyzed memorandum prepared by Mr. Silva and attention to pending unsafe structure and property clean up.	0.40	74.00
12/12/2012	EAB	Meeting with Mr. Ron Williams, Mr. Silva and Mr. Delsalle on unsafe structures.	1.00	185.00
Total Professional Services				1,697.00

**Rate Summary**

Laura C. Mares	2.20 hours at \$ 65.00/hr	143.00
Eve A. Boutsis	8.40 hours at \$185.00/hr	1,554.00

Total hours:	10.60	1,697.00
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12/21/2012	Disbursements incurred - 2.0%	33.94
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**Payments and Credits**

12/4/2012	Check No.: 16182	868.02
12/19/2012	Check No.: 16281	566.10
Sub-total Payments:		1,434.12

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

For Professional Services	1,697.00
For Disbursements Incurred	33.94
Current Balance:	<u>1,730.94</u>
Previous Balance:	1,434.12
Payments - Thank you	1,434.12
<b>Total Due</b>	<u><b>1,730.94</b></u>

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Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

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

December 21, 2012  
 Matter ID: 0293-027  
 Palmer Trinity Private School,  
 Invoice Number 20488

			Hours	Amount
11/26/2012	EAB	Telephone conference with Mr. Tucker Gibbs on hearings relating to 5th amended complaint and discovery; and prepared for hearing.	0.80	148.00
11/27/2012	EAB	Attended hearing on motion for production to third parties and motion to dismiss; and telephone conference with Council Persons regarding same.	2.00	370.00
11/30/2012	EAB	Attention to Mr. Stan Price's public record request.	0.20	37.00
11/30/2012	EAB	Attention to to filing by Mr. Ben Keuhne regarding answer to 5th Amended Complaint.	0.30	55.50
12/4/2012	EAB	Telephone conference with Mr. Darby Delsalle regarding permits for PT.	0.20	37.00
12/6/2012	EAB	Analyzed draft answer and affirmative defenses; and provided input on same to Johnson Anselmo firm.	1.40	259.00
12/6/2012	EAB	Review and provided document entry for case management database.	0.20	37.00
12/7/2012	EAB	Telephone conference with Mr. Delsalle on compliance.	0.20	37.00
12/7/2012	EAB	Reviewed and analyzed CCOCI answer and affirmative defenses.	0.60	111.00
12/11/2012	EAB	Telephone conference with Mr. Price regarding possible settlement; telephone conference with Mr. Price regarding sign permit; and follow up on sign permit.	0.50	92.50
12/12/2012	EAB	Follow up with Mr. Delsalle regarding PT sign.	0.30	55.50
12/12/2012	EAB	Telephone conference with and communications with Mr. Gibbs regarding possible settlement communications.	0.30	55.50
12/13/2012	EAB	Telephone conference with Mr. Gibbs regarding settlement discussions.	0.60	111.00
12/14/2012	EAB	Communications with Mr. Price.	0.30	55.50
12/18/2012	EAB	Telephone conference with Mr. Delsalle and communications with	0.30	55.50

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Mr. Price regarding PT.

	Total Professional Services	1,517.00
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**Rate Summary**

Eve A. Boutsis	8.20 hours at \$185.00/hr	1,517.00
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	Total hours: 8.20	1,517.00
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**Disbursements**

11/27/2012	Mileage	15.84
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11/27/2012	Parking Charge	6.00
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12/21/2012	Disbursements incurred - 2.0%	30.34
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**Payments and Credits**

12/4/2012	Check No.: 16182	2,307.43
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12/19/2012	Check No.: 16281	377.40
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	Sub-total Payments:	2,684.83
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For Professional Services	1,517.00
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For Disbursements Incurred	52.18
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Current Balance:	1,569.18
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Previous Balance:	2,684.83
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Payments - Thank you	2,684.83
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	<b>Total Due</b>	<b>1,569.18</b>
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**FIGUEREDO & BOUTSIS, P.A.**  
**ATTORNEYS & COUNSELORS**

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

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

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

December 21, 2012  
 Matter ID: 0293-060  
 Shores at Palmetto Bay vs. VPB  
 Invoice Number 20489

			Hours	Amount
12/3/2012	EAB	Telephone conference with Mr. JC Bermudez and follow up on shade session.	0.30	55.50
12/4/2012	EAB	Telephone conference with Mr. Bermudez regarding settlement offer; and prepared shade session notice.	0.40	74.00
12/4/2012	EAB	Communication with Mr. Bermudez regarding Village Council and all communications to come to me.	0.20	37.00
12/11/2012	EAB	Telephone conference with Mr. JC Bermudez; telephone conference with Mr. Ron Williams; telephone conference with Mayor Shelley Stanczyk; follow up on shade session.	0.60	111.00
12/12/2012	EAB	Telephone conference with CP Patrick Fiore; and follow up on canceled shade session.	0.20	37.00
12/13/2012	EAB	Telephone conference with Mr. Bermudez and prepared notice of shade session; and communications with Council Persons regarding same.	0.50	92.50
12/14/2012	EAB	Communications with Mr. JC Bermudez; attention to settlement; and telephone conference with CP Joan Lindsay.	0.40	74.00
12/17/2012	EAB	Attention to Charter School offer; telephone conference with Mr. Darby Delsalle regarding site plan; telephone conference with Mr. Ron Williams regarding settlement; telephone conference with CP Lindsay; telephone conference with Mayor Stanczyk; and telephone conference with Mr. Efred Nunez and Mr. Delsalle.	1.30	240.50
12/17/2012	EAB	Attended shade session.	1.00	185.00
12/18/2012	EAB	Drafted settlement offer in Shores at Palmetto Bay LLC; and attention to oral argument; telephone conference with CP Tim Schaffer; communications with VM John DuBois (several communications); communications with Mr. Williams; and telephone conference with Mayor Stanczyk.	2.00	370.00
12/19/2012	EAB	Email communications with various council persons; and finalized letter and issued same to Mr. Bermudez.	0.40	74.00

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

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Total Professional Services 1,350.50

**Rate Summary**

Eve A. Boutsis	7.30 hours at \$185.00/hr	1,350.50
	<u>Total hours:</u> 7.30	<u>1,350.50</u>

12/21/2012	Disbursements incurred - 2.0%	27.01
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**Payments and Credits**

12/4/2012	Check No.: 16182	962.37
12/19/2012	Check No.: 16281	94.35

Sub-total Payments: 1,056.72

For Professional Services	1,350.50
For Disbursements Incurred	27.01
Current Balance:	<u>1,377.51</u>
Previous Balance:	1,056.72
Payments - Thank you	1,056.72
<b>Total Due</b>	<u><b>1,377.51</b></u>

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