

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 \$23,334.25; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the village for legal services rendered, and costs advanced, for the period ending November 21, 2011, in the amount of \$23,334.25; 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 \$23,334.25, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this _____ day of December, 2011.

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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3 FINAL VOTE AT ADOPTION:
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5 Council Member Patrick Fiore _____
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7 Council Member Howard J. Tendrich _____
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9 Council Member Joan Lindsay _____
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11 Vice-Mayor Brian W. Pariser _____
12
13 Mayor Shelley Stanczyk. _____

FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

18001 Old Cutler Road - Fifth Floor
Telephone: (305) 235-9344 Miami, Florida 33157-6417 Facsimile: (305) 235-9372

November 22, 2011

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

Re: STATEMENTS FOR PROFESSIONAL SERVICES
The Village of Palmetto Bay

Dear Mr. Williams:

Enclosed are our invoices for professional services rendered and for costs advanced for the period ending November 21, 2011 in the amount of \$23,334.25. 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. 20328 dated 11/22/11</i>	Prof'l Services Disbursements Total Due	\$ 10,119.50 1,517.20 11,636.70
	Total		\$ 11,636.70
Please deduct from Village Attorney Account No. 5143140, Code Enforcement.			
0293-002	Zoning Application <i>Invoice No. 20329 dated 11/22/11</i>	Prof'l Services Disbursements Total Due	\$ 2,183.00 43.66 2,226.66
	Total		\$ 2,226.66
0293-027	Palmer Trinity Private School vs. VPB- <i>Invoice No. 20330 dated 11/22/11</i>	Prof'l Services Disbursements Total Due	\$ 6,937.50 0.00 6,937.50
0293-029	Palmer Trinity Private School vs. VPB- Appeal <i>Invoice No. 20331 dated 11/22/11</i>	Prof'l Services Disbursements Total Due	\$ 1258.00 1275.39 2,533.39

	Grand Total		\$ 23,334.25
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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

FIGUERO & BOUTSIS. P.A.
ATTORNEYS & COUNSELORS

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

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

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

November 22, 2011
 Matter ID: 0293-001
 General Municipal-VPB
 Invoice Number 20328

			Hours	Amount
10/27/2011	EAB	Attention to Ygreene matter; and PACE program; communications with VM Brian Pariser; and telephone conference with Mr. Chad Friedman.	0.30	55.50
10/27/2011	EAB	Attention to charter committee notes; revised list of items for public workshop; and provided to committee members for discussion purpose; and revised edits to charter list of items and draft charter revisions.	2.50	462.50
10/27/2011	EAB	Meeting with Mr. Ron Williams, Mr. Desmond Chin, Ms. Fanny Carmona-Gonzalez, and Mrs. Meighan Alexander regarding Friends of Thalatta.	1.00	185.00
10/28/2011	EAB	Edited ordinance on Friends of Thalatta per discussions with staff regarding same; and telephone conference with Mayor Shelley Stanczyk regarding same.	3.00	555.00
10/28/2011	EAB	Attention to Quality Paving matter; attention to Burch matter; communications with Mr. Williams and Mr. John Shubin regarding same; attention to writ of garnishment relating to vendor, and attention to Portland Bond.	1.40	259.00
10/28/2011	EAB	Follow up on Ms. Marsha Madson's request for meeting with the council relating to purchase of land; and follow up with council and staff regarding same.	0.40	74.00
10/31/2011	EAB	Drafted user agreement for Concession area; provided direction to Ms. Carmona; and analyzed radio user agreement; and provided comments to Mr. Chin regarding same.	1.50	277.50
10/31/2011	EAB	Drafted response to Garnishment.	0.30	55.50
10/31/2011	EAB	Telephone conference with Mayor Stanczyk.	0.40	74.00
10/31/2011	EAB	Attention to and research relating to WC issues.	0.30	55.50
11/1/2011	EAB	Communications with Mr. Sean Cleary as to public records.	0.30	55.50
11/1/2011	EAB	Telephone conference with VM Pariser; and attention to November	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

agenda items.

11/1/2011	EAB	Continued to edit Advisory Board - Friend of Thalatta legislation; and communications with Mayor Stanczyk and Mr. Williams.	0.50	92.50
11/2/2011	EAB	Attention to pending items and communication by Ms. Carol Vega and Ms. Matson.	0.50	92.50
11/2/2011	EAB	Analyzed interlocal with State Attorney and provided direction to staff regarding same.	0.30	55.50
11/2/2011	EAB	Attention to FPL scheduling.	0.20	37.00
11/3/2011	EAB	Attention to red light camera program.	0.20	37.00
11/3/2011	EAB	Began analysis of HR manual and job descriptions.	0.60	111.00
11/3/2011	EAB	Attended meeting with Ms. Olga Cadaval and Mr. Williams regarding personnel manual.	1.00	185.00
11/3/2011	EAB	Attention to and revised RFP for Tennis Services.	1.50	277.50
11/3/2011	EAB	Attention to food trucks item.	0.20	37.00
11/3/2011	EAB	Communications with Ms. Carmona-Gonzalez and attention to food concessions matter; and edited the document.	1.00	185.00
11/3/2011	EAB	Meeting with Mayor Stanczyk, Mr. Darby Delsalle, Mr. Williams and Mrs. Alexander on zoning relating items, and implementation of charettes.	2.00	370.00
11/4/2011	EAB	Research relating to except/nonexempt employees manuals, policies, and opinions to update personnel plan; attention to job descriptions; and began drafting revisions to the policy.	4.60	851.00
11/4/2011	EAB	Attention to agenda items; communications with Council; and communications with Mr. Friedman.	0.30	55.50
11/4/2011	EAB	Attention to interlocal/CDBG funding.	0.30	55.50
11/7/2011	EAB	Attention to timekeeping policy and employee record/employment related matter; telephone conferences with Ms. Cadaval; edited same; attention to policies relating to training and defibrillators; and follow up on additional policies.	1.70	314.50
11/7/2011	EAB	Attention to Friends of Thalatta ordinance, and revisions to same.	0.40	74.00
11/7/2011	EAB	Public Record research per request of Mr. Cleary (to be charged to PT per my letter of November 2, 2011).	1.00	185.00
11/7/2011	EAB	Finalized edits to and final review of tennis RFQ.	1.50	277.50
11/7/2011	EAB	Analysed agenda items; prepared for meeting; attention to PACE program; and communications with Mr. Friedman and Mr. Steven Alexander.	1.30	240.50
11/7/2011	EAB	Attended council meeting.	4.20	777.00
11/8/2011	EAB	Telephone conference with MDCCEPT; telephone conference with	2.50	462.50

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Mr. Ben Kuehne; telephone conference with Mr. Tucker Gibbs; telephone conference with council persons and Mr. Williams; and telephone conference with FLC.

11/8/2011	EAB	Telephone conference with Mayor Stanczyk on pending items; and telephone conference with CP Howard Tendrich regarding Ygrene.	0.40	74.00
11/8/2011	EAB	Telephone conference with Ms. Carmona-Gonzalez on rfp/tennis	0.30	55.50
11/9/2011	EAB	Telephone conference with Mr. Ross; telephone conference with Ms. Miriam Ramos; and attention to same.	1.40	259.00
11/9/2011	EAB	Telephone conference with Mr. Williams and VM Pariser.	0.30	55.50
11/9/2011	EAB	Meeting with Ms. Ramos.	1.50	277.50
11/10/2011	EAB	Continued to edit tennis RFQ; communications with HR.	1.00	185.00
11/10/2011	EAB	Revised alcohol sales ordinance.	0.30	55.50
11/10/2011	EAB	Provided information to council on pending matter.	0.20	37.00
11/10/2011	EAB	Communications with Mr. Cominsky of the League.	0.20	37.00
11/10/2011	EAB	Communications with CP Patrick Fiore; and telephone conference with Mayor Stanczyk.	0.20	37.00
11/10/2011	EAB	Telephone conference with Ms. Carmona-Gonzalez and edited RFQ.	1.60	296.00
11/10/2011	EAB	Attention to resolution relating to Kimly-Horn and EAR.	0.10	18.50
11/14/2011	EAB	Attention to Madsen public record request; telephone conference with Mrs. Carmona-Gonzalez; attention to agenda items; telephone conference with Ms. Alexander; communication with staff as to pending agenda items; communications with Mr. Friedman regarding Ygreen principals; revised draft ordinance; telephone conference with Mr. Ed Silva and Mr. Delsalle; analyzed FDEP revisions to transmission line conditions; and attention to COW agenda and deadline for advertising.	3.50	647.50
11/15/2011	EAB	Analyzed both audit contract documents; communications with Mr. Chin and Mr. Williams; and revised drafts and provided comments.	1.00	185.00
11/16/2011	EAB	Meeting with Ms. Cadaval; discussions with Ms. Carmona-Gonzalez; meeting with Mr. Carmona-Gonzalez; and attention RFQ on tennis; attention to audit; telephone conference with Mr. Williams; telephone conference with Mayor Stanczyk; and attention to COW and council agenda.	3.00	555.00
11/17/2011	EAB	Attention to tennis matter; drafted response; attention to agenda items; and telephone conference with Mr. Williams.	1.00	185.00
11/17/2011	EAB	Attention to FPL item; and communications with other city attorneys regarding same.	0.30	55.50
11/18/2011	EAB	Attention to FPL matter; and communications with Ms. Elizabeth Hernandez.	0.20	37.00

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11/18/2011	EAB	Attention to public records and communications by Mr. David Sochin.	0.20	37.00
11/21/2011	EAB	Attention to JFTA and communications regarding same.	0.40	74.00
				74.00
			Total Professional Services	10,119.50

Rate Summary

Eve A. Boutsis	54.70 hours at \$185.00/hr	10,119.50
	Total hours: 54.70	10,119.50

Disbursements

9/30/2011	Database Legal research	768.61
10/28/2011	Outside copy job	546.20
11/22/2011	Disbursements incurred - 2.0%	202.39
For Professional Services		10,119.50
For Disbursements Incurred		1,517.20
		11,636.70
Current Balance:		
Previous Balance:		13,663.78
Payments - Thank you		0.00
Total Due		25,300.48

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

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

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

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

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

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

November 22, 2011
Matter ID: 0293-002
Zoning Applications
Invoice Number 20329

			Hours	Amount
10/27/2011	EAB	Telephone conference with Mr. Efren Nunez; telephone conference with Mr. Darby Delsalle on charter schools, on pending items, on signage, on Palmer Trinity; attention to 30-30.90; and Shores at Palmetto Bay LLC.	0.80	148.00
10/27/2011	EAB	Meeting with Mr. Ron Williams and Mr. Delsalle on pending zoning items.	0.30	55.50
10/31/2011	EAB	Attended charter school meeting at school board, with School Board attorney, City of Miami and Coral Gables attorneys.	2.40	444.00
11/1/2011	EAB	Telephone conference with Mr. Delsalle on pending items - PT, Westminster, and Charter School.	0.30	55.50
11/1/2011	EAB	Meeting with Mr. Simon Ferro regarding South Motors.	1.00	185.00
11/1/2011	EAB	Attended meeting with Mr. Delsalle and Mr. Ron Williams; and attended meeting with Mr. Williams, Mr. Delsalle, and Charter School representatives.	2.50	462.50
11/2/2011	EAB	Reviewed documents supplied by charter school.	0.40	74.00
11/2/2011	EAB	Telephone conferences with Mr. Delsalle on PT; and reviewed and edited P&Z advertisement.	0.60	111.00
11/7/2011	EAB	Telephone conference with Mr. Delsalle on pending items; and attention to County sign code provision 33-82, MDCC.	0.40	74.00
11/7/2011	EAB	Attended meeting with Mr. Delsalle and Mr. Williams as to pending matters.	1.00	185.00
11/9/2011	EAB	Telephone conference with Mr. Delsalle; communications with Mr. Stan Price; and communications with Village staff.	0.30	55.50
11/10/2011	EAB	Telephone conference with Mr. Delsalle and drafted CDBG resolution and CDBG contract.	0.50	92.50
11/14/2011	EAB	Prepared for and attended zoning hearing on Westminster.	0.60	111.00
11/17/2011	EAB	Telephone conference with Mr. Delsalle regarding charter school.	0.10	18.50

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11/18/2011	EAB	Communications with Mr. Scott Silver of PBVC.	0.20	37.00
11/21/2011	EAB	Communications with Mateu Architecture regarding Paradise Point.	0.40	74.00
				<hr/>
			Total Professional Services	2,183.00

Rate Summary

Eve A. Boutsis 11.80 hours at \$185.00/hr 2,183.00

Total hours:

 11.80

 2,183.00

11/22/2011 Disbursements incurred - 2.0% 43.66

For Professional Services 2,183.00

For Disbursements Incurred 43.66

 2,226.66

Current Balance:

Previous Balance: 6,679.98

Payments - Thank you 0.00

Total Due

 8,906.64

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

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

FIGUEREDO & BOUTSIS, P.A.
Attorneys & Counselors

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

Telephone: (305) 235-9344

Facsimile: (305) 235-9372

Eugene P. Flinn, Jr.
8950 SW 152nd Street
Palmetto Bay, Florida 33157

November 22, 2011
Matter ID: 0293-027
Palmer Trinity Private School,

Invoice Number 20330

			Hours	Amount
10/27/2011	EAB	Telephone conference with Mr. Jeff Hochman on pending items; and attention to depositions and shade session.	0.50	92.50
10/27/2011	EAB	Telephone conference with Mayor Shelley Stanczyk on her deposition; attention to documents for subpoena; and telephone conference with Ms. Meighan Alexander regarding same.	0.50	92.50
10/27/2011	EAB	Reviewed the 2011 disclosures for subpoena production for Mayor Stanczyk.	2.00	370.00
10/28/2011	EAB	Telephone conference with Mayor Stanczyk; telephone conference with Mr. Jeff Hochman; follow up on depositions; attention to public record request; and follow up on production.	1.00	185.00
10/31/2011	EAB	Attention to public record request by Mr. Sean Cleary; follow up with Mayor on subpoena and pre deposition conference; telephone conference with Mr. Tucker Gibbs; communications with Mr. Ben Kuehne; and communications with Mr. Cleary.	1.50	277.50
10/31/2011	EAB	Attended meeting with Mr. Kuehne.	2.00	370.00
11/1/2011	EAB	Analysed CCOCI and VPB motions to dismiss, and clarification motion by CCOCI; and telephone conference with Mr. Gibbs.	0.80	148.00
11/2/2011	EAB	Follow up with Mr. Hochman on coordinating depositions and pre deposition conferences; and communications with Mayor Stanczyk regarding same.	0.30	55.50
11/2/2011	EAB	Analyzed motion to dismiss and fourth amended complaint, and case law relating to same.	1.00	185.00
11/3/2011	EAB	Telephone conference with Mr. Hudson Gil; and communications with Mr. Hochman.	0.50	92.50
11/8/2011	EAB	Attention to 4th Amended complaint, motions to dismiss, sanctions and ruling in St. Johns River v. Koontz (Fla. 2011); attention to production requests and communications with Council and staff regarding same; follow up with Mr. Hochman relating to same; and attention to documents collected.	2.00	370.00

Payment is due upon receipt. Please notify us within 10 days of receipt 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.

11/9/2011	EAB	Prepared for hearing; telephone conference with Mayor; and telephone conference with Mr. Ron Williams and VM Brian Pariser.	2.00	370.00
11/9/2011	EAB	Attended motion to dismiss hearing; and follow up discussions with council and manager regarding same.	3.50	647.50
11/10/2011	EAB	Attention to production; telephone conference with Mr. Delsalle and Mr. Nunez; and communications with staff regarding same.	0.30	55.50
11/10/2011	EAB	Telephone conference with Mr. Craig Collier and other legal counsel.	0.60	111.00
11/10/2011	EAB	Communications with City Attorneys and County Attorneys.	0.70	129.50
11/14/2011	EAB	Attention to production; telephone conference with Mayor Shelley Stanczyk; communications with CP Patrick Fiore; communications with Mr. Jeff Hochman; follow up as to AG; and follow up on records with staff.	1.40	259.00
11/15/2011	EAB	Reviewed all the production of documents (boxes of production) to prepare same; communications with Mr. Hochman; telephone conference with Mr. Williams; telephone conference with Mrs. Alexander; telephone conference with CP Joan Lindsay; communications with VM Pariser, CP Fiore, and CP Howard Tendrich; and follow up on documents.	5.00	925.00
11/16/2011	EAB	Completed gathering discovery.	1.00	185.00
11/16/2011	EAB	Communications with FAGO, and League; and telephone conference with Ms. Hernandez.	0.60	111.00
11/16/2011	EAB	Analyzed proposed order; and communications with Mr. Hochman.	0.60	111.00
11/17/2011	EAB	Conducted discovery relating to equal protection claim; and communications with staff regarding same.	2.00	370.00
11/17/2011	EAB	Attention to discovery and equal protection claim; preparation of Mayor's documents; telephone conference with Mayor Stanczyk; and telephone conference with Mrs. Alexander.	1.40	259.00
11/17/2011	EAB	Attended shade session.	1.30	240.50
11/18/2011	EAB	Attention to discovery; and communications with Mr. Hochman.	1.00	185.00
11/21/2011	EAB	Prepared documents for Mayor Stanczyk deposition.	4.00	740.00
				6,937.50
Total Professional Services				6,937.50

Rate Summary

Eve A. Boutsis	37.50 hours at \$	185.00/hr	6,937.50

Total hours:		37.50	

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Figueredo Boutsis & Montalvo,

Matter ID: 0293-027 Statement No.: 20330

Page: 3

For Professional Services	6,937.50
For Disbursements Incurred	0.00
Current Balance:	<u>6,937.50</u>
Previous Balance:	1,387.50
Payments - Thank you	0.00
Total Due	<u>8,325.00</u>

Invoice Number: 20330

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

Payment is due upon receipt. Please notify us within 10 days of receipt 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.

Expenses

9/1/2011	Court reporter	1,080.00
9/30/2011	Database Legal research	195.39
	Sub-total Expenses:	<u>1,275.39</u>

For Professional Services	1,258.00
For Disbursements Incurred	1,275.39
Current Balance:	<u>2,533.39</u>
Previous Balance:	2,830.50
Payments - Thank you	0.00
Total Due	<u>5,363.89</u>

Invoice Number: 20331

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

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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 WHITE & CASE IN THE AMOUNT OF \$23,762.92; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay authorizes the use of the services of White & Case in the appellate litigation filed by Palmer Trinity Private School against the Village of Palmetto Bay; and,

WHEREAS, WHITE & CASE, submitted its statements to the village for legal services rendered, and costs advanced, for the period ending October 24, 2011, in the amount of \$23,762.92; 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 WHITE & CASE, in the total amount of \$23,762.92, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this _____ day of December, 2011.

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 Howard J. Tendrich _____

Council Member Joan Lindsay _____

Vice-Mayor Brian W. Pariser _____

Mayor Shelley Stanczyk. _____

Village of Palmetto Bay
Attn: Ron E. Williams, Village Manager
Village Hall
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

White & Case LP
Wachovia Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, Florida 33131-2352

Federal Identification Number 13-5906670

November 4, 2011
Invoice No. 987655

REMITTANCE COPY

re: PALMER TRINITY SCHOOL
Ref. No. 1580701-0002

FOR PROFESSIONAL SERVICES RENDERED in connection with the above-referenced matter for the period ending October 31, 2011	\$ 23,247.00
COSTS AND DISBURSEMENTS	515.92
TOTAL	\$ 23,762.92
OUTSTANDING STATEMENT(S) *	33,339.50
TOTAL DUE	<u>\$ 57,102.42</u>

* PLEASE DISREGARD IF PAID

PAYMENT INSTRUCTIONS

This invoice is due upon receipt. Wire or ACH payment should be made to the account of White & Case LLP, Account No. 301177137265 at JPMorgan Chase, 270 Park Avenue, New York, NY 10017 (ABA No. 021-000021/Swift Code: CHASUS33). For proper crediting the wire/ACH must reference 1580701-0002 VILLAGE OF PALMETTO BAY.

Alternatively, payment can be made by check to "White & Case LLP" as payee, referencing 1580701-0002 VILLAGE OF PALMETTO BAY on the face of the check, and mailing the check to our Remittance Address: WHITE & CASE LLP, 23802 Network Place, Chicago, IL 60673-1238.

Village of Palmetto Bay
Attn: Ron E. Williams, Village Manager
Village Hall
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

re: PALMER TRINITY SCHOOL
Ref. No. 1580701-0002

FOR PROFESSIONAL SERVICES RENDERED in connection with the
above-referenced matter for the period ending October 31, 2011 as follows:

10/05/11	Office conference with E. Goldenberg re: draft of response to motion to enforce mandate; review and revise response.	R CANTERO	1.30	812.50
10/06/11	Review and revise response to motion to enforce mandate.	R CANTERO	3.20	2,000.00
10/07/11	Review and revise response to motion to enforce mandate; meeting with D. Gersten and J. Kalbac re: possibility of settlement.	R CANTERO	5.90	3,687.50
10/08/11	Review and revise response to motion to enforce mandate.	R CANTERO	5.80	3,625.00
10/11/11	Review and revise response to motion to enforce mandate; review documents in appendices; review hearing transcripts.	R CANTERO	5.40	3,375.00
10/11/11	Revise response to petitioner's motion to enforce mandate to incorporate R. Cantero's comments.	E K COPPOLECCHIA	5.90	1,268.50
10/12/11	Review transcript of 7.19.11 hearing; review appendix documents.	R CANTERO	3.40	2,125.00
10/12/11	Revise response to petitioner's motion to enforce mandate to incorporate R. Cantero's comments.	E K COPPOLECCHIA	5.10	1,096.50
10/13/11	Review and revise response to motion to enforce mandate; telephone conversation with T. Gibbs re: same.	R CANTERO	3.90	2,437.50
10/13/11	Revise draft response to petitioner's motion to enforce mandate to incorporate R. Cantero's comments.	E K COPPOLECCHIA	2.50	537.50
10/14/11	Receive and review response to motion to enforce mandate and prepare for filing.	R CANTERO	2.00	1,250.00

10/14/11	Revise draft to incorporate R. Cantero's comments.	E K COPPOLECCHIA	1.70	365.50
10/17/11	Telephone conversation with E. Boutsis re: settlement talks, new proposal; telephone conversation with D. Gersten re: settlement.	R CANTERO	.40	250.00
10/19/11	Review new case from 3d DCA re: substantial competent evidence standard; telephone conversation with D. Gersten re: settlement issues; telephone conversation with E. Boutsis re: same.	R CANTERO	.50	312.50
10/21/11	Draft notice of supplemental authority.	E K COPPOLECCHIA	.40	86.00
10/24/11	Coded and Scanned key documents to Case Management Database. Updated pleading and correspondence indexes and organized files.	K GONZALEZ	.30	18.00

TOTAL PROFESSIONAL FEES \$ 23,247.00

COSTS AND DISBURSEMENTS

Courier Service	21.50
Computer Legal Research	107.64
Photocopying	285.74
Postage	7.44
Facsimile	82.50
Word Processing	11.10

TOTAL COSTS AND DISBURSEMENTS \$ 515.92

TOTAL \$ 23,762.92

OUTSTANDING STATEMENT(S) * 33,339.50

TOTAL DUE \$ 57,102.42

* PLEASE DISREGARD IF PAID

TIME SUMMARY

TIMEKEEPER	TITLE	RATE	HOURS	FEES
R CANTERO	Partner	625.00	31.80	19,875.00
E K COPPOLECCHIA	Level 1	215.00	15.60	3,354.00
K GONZALEZ	Document Clerk	60.00	0.30	18.00
	TOTALS		47.70	23,247.00



To: Honorable Mayor and Village Council

Date: December 5, 2011

From: Ron E. Williams, Village Manager

RE: Village of Palmetto Bay -
Evaluation Appraisal Report

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; AUTHORIZING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO ASSIST THE VILLAGE WITH THE PREPARATION OF THE EVALUATION AND APPRAISAL REPORT (EAR) RELATING TO THE VILLAGE'S FUTURE LAND USE AND COMPREHENSIVE PLAN; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$34,250; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

On August 1, 2005, the Mayor and Council of the Village of Palmetto Bay adopted its first Comprehensive Plan as required per Florida Statute 163. Pursuant to Florida Statute 163.3191, every local government is required to review their Comprehensive Plan at least once every seven (7) years and the Village's Comprehensive Plan is now in its seventh year of existence. The review, commonly referred to as an Evaluation Appraisal Report (EAR), seeks to identify any changes in conditions that may have occurred since the original adoption of the comprehensive plan and also seeks to recommend any further amendments, if applicable, to bring the document up to date with the Village's current conditions.

The Comprehensive Plan serves as the guiding policy document which governs land use development, concurrency, and LOS standards for the Village's public facilities and services. The Document includes an extensive data, inventory, and analysis of the Village's facilities (Roads, parks, drainage, etc.) together with goals, objectives, and policies to provide or improve upon such facilities to reach, maintain, and/or exceed LOS standards. Given the extensive nature of this review, staff solicited and received three (3) bids from the Village's ongoing service providers of who were qualified to complete such work. Kimley-Horn and Associates, Inc. was the lowest bidder at \$34,250. The other two (2) respondents were the Corradino Group, Inc. (\$50,250) and Calvin Giordano, Inc. (\$50,250). Kimley-Horn and Associates, Inc. was the firm which originally prepared the Village's Comprehensive Plan.

FISCAL/BUDGETARY IMPACT

Funding has appropriated in FY 2011-12 Budget.

Honorable Mayor and Village Council
Village of Palmetto Bay – Capital Improvements Program
August 8, 2011
Page 2 of 2

RECOMMENDATION

The Administration recommends awarding the contract to Kimley-Horn and Associates, Inc.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; AUTHORIZING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO ASSIST THE VILLAGE WITH THE PREPARATION OF THE EVALUATION AND APPRAISAL REPORT (EAR) RELATING TO THE VILLAGE'S FUTURE LAND USE AND COMPREHENSIVE PLAN; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$34,250; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 1, 2005, the Mayor and Council of the Village of Palmetto Bay adopted a Comprehensive Plan as required per Florida Statute 163, Florida Statutes; and,

WHEREAS, the Comprehensive Plan reflects at the time of its adoption a data, inventory, and analysis of the Village's facilities (Roads, parks, drainage, etc) together with goals, objectives, and policies to provide or improve upon such facilities to reach, maintain, and/or exceed level of service (LOS) standards; and,

WHEREAS, to that end, the Comprehensive Plan is the guiding policy document which governs land use development, concurrency, and (LOS) standards; and,

WHEREAS, the Village's comprehensive plan is now in its seventh year and must be reevaluated pursuant to Florida Statute 163.3191, which requires every local government to review their Comprehensive Plan at least once every seven (7) years; and,

WHEREAS, the review, commonly referred to as an Evaluation Appraisal Report (EAR), seeks to identify any changes in conditions that may have occurred since the original adoption of the comprehensive plan and also seeks to recommend any further amendments, if applicable, to bring the document up to date with the Village's current conditions; and,

WHEREAS, the completion of an EAR review requires a substantial amount of time to complete and as such the Village sought three bids from qualified planning agencies that currently are under continuing service agreements with the Village; and,

WHEREAS, Kimley-Horn and Associates, Inc. responded to the request for service and was the lowest bidder for the job and is therefore recommended for approval of the contract for EAR services.

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 pursuant to the continuing services agreement with Kimley-Horn and Associates, Inc. to approve a specific project agreement (under the

1 continuing services agreement) for the preparation of the Village's Evaluation and Appraisal Report
2 (EAR) in an amount not to exceed \$34,250. The project agreement proposal is attached and
3 incorporated by reference herein as Exhibit 1, for execution.
4

5 **Section 2:** This Resolution shall take effect immediately upon approval.
6
7

8 **PASSED** and **ADOPTED** this ____ day of December, 2011.
9

10
11
12 ATTEST: _____
13 Meighan Alexander Shelley Stanczyk
14 Village Clerk Mayor
15

16 **READ AND APPROVED AS TO FORM:**
17
18

19 _____
20 Eve Boutsis
21 Village Attorney
22
23

24 **FINAL VOTE AT ADOPTION:**
25

26 Council Member Patrick Fiore _____
27 Council Member Howard J. Tendrich _____
28 Council Member Joan S. Lindsay _____
29 Vice-Mayor Brian W. Pariser _____
30 Mayor Shelley Stanczyk _____

EXHIBIT "A"
PROJECT AGREEMENT

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

for

Work Authorization No. 11-02

**Preparation of the Evaluation and Appraisal Report
for the Village of Palmetto Bay**

RECEIVED
Zoning Department
October 7, 2011

Village of Palmetto Bay
Building & Zoning Department
By:

Vanessa Bencomo

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 11-02

**Preparation of the Evaluation and Appraisal Report
for the Village of Palmetto Bay**

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 8950 SW 152nd Street, Palmetto Bay, Florida 33157 (the "VILLAGE") and Kimley-Horn and Associates, Inc., ("CONSULTANT" or "ENGINEER") dated June 11, 2010, this project agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide planning services to the VILLAGE for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See Scope of Services in Attachment Exhibit "2"

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The VILLAGE manager, in his sole discretion, may extend the term of this agreement through written notification to the CONSULTANT. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the VILLAGE council.

3.2 **Commencement.** The CONSULTANT's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the VILLAGE manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** The VILLAGE Agrees to pay CONSULTANT compensation for a lumpsum fee of \$34,250.00, inclusive of expenses.

4.2 **Reimbursable Expenses.** The expenses related to the Scope of Services is included in the lumpsum fee listed under 4.1.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed. Invoices for each phase shall not exceed amounts allocated to the Project. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within 30 days of approval by the VILLAGE manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this project agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Retainage.** The village reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage

may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANT's, incurred in connection with the project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subconsultant's, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this project agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any costs incurred in replacing CONSULTANT for this project agreement. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the VILLAGE for convenience upon 14 days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding sub CONSULTANT obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the CONSULTANT's work product shall become the property of the VILLAGE and the CONSULTANT shall, within 10 working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to

this project agreement. Further, upon the VILLAGE's request, the CONSULTANT shall assign its rights, title and interest under any subconsultant's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated June 11, 2010 between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

VILLAGE Clerk

By: _____
Ron E. Williams, VILLAGE Manager

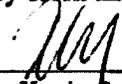
Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

Kimley-Horn and Associates, Inc.

By: 

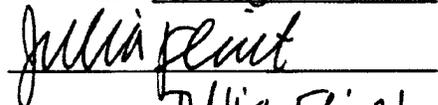
Kevin Schanen, P.E.
Vice President

Date: 10/01/11

WITNESSES:



Print Name: Denise M. Chervenak



Print Name: Julia Flint

Exhibit "1"

Project Description

Pursuant to Chapter 163.3191 of the Florida Statutes (F.S.), all local governments must review their comprehensive plan once every seven years assessing the implementation progress of the comprehensive plan. Previously, the Florida statutes required the adoption of an Evaluation and Appraisal Report (EAR) by the local government and transmittal to the state review agency for approval.

Effective June 2, 2011, local governments have more discretion in determining whether they need to update their local comprehensive plan. As such, local governments no longer need to submit EARs to the Division of Community Development (DCD) for a sufficiency determination. However, at a minimum the local government is required to determine if there is a need to amend the comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated and notify the DCD of such determination. Additionally, local governments are required to adopt EAR based amendments within a year of such determination.

The Village of Palmetto Bay is interested in preparing an Evaluation and Appraisal Report (EAR) for the Village's Comprehensive Plan. The Village is requesting assistance to complete the EAR and assist in coordination with the DCD.

Exhibit "2"

Scope of Services and Project Schedule

The professional services for this project will include the following:

Task 1 – Project Kick-Off and Coordination Procedures

KHA will meet with Village staff and key officials one (1) time as a Project Kick-Off and also to conduct initial field observations and obtain readily available data. At this meeting, project organization and staff coordination guidelines/procedures will be established.

Task 2 – Data Collection/Review of Existing Information

KHA will gather available secondary data for the EAR and assess changes to the comprehensive plan since the Village's last EAR. The current elements of the comprehensive plan consist of:

- Future Land Use
- Transportation
- Housing
- Infrastructure
- Coastal Management
- Conservation
- Recreation and Open Space
- Intergovernmental Coordination
- Capital Improvements

The Consultant will rely on information provided by the Village, including, but not limited to, Planning, Information Services/Geographic Information Systems (GIS), Utilities and Public Works, and anticipates this information will be used to its fullest potential to evaluate the plan. The Consultant will also utilize readily available data from the Florida Department of Transportation (FDOT), South Florida Regional Planning Council (SFRPC), Miami-Dade County and the Florida Bureau of Economic and Business Research (BEBR).

Task 3 – Evaluation and Appraisal Report

The Consultant will assess the information and data collected in the previous tasks as it relates to each of the comprehensive plan elements. Specifically, the following actions will occur:

- 1.3.1 Evaluate population and land use changes.
- 1.3.2 Identify the amount and location of vacant land and its suitability and availability for development.
- 1.3.3 Determine the extent to which Village of Palmetto Bay was able to meet the growth demands on infrastructure, LOS standards, public services and facilities, and the financial feasibility of the plan.
- 1.3.4 Assess the successes and shortcomings of each element.

- 1.3.5 Evaluate the plan's ability to anticipate development.
- 1.3.6 Determine consistency with the water management district's plan. This task does not include preparation or coordination and analysis with South Florida Water Management District (SFWMD) regarding the Village's Water Supply Plan.
- 1.3.7 Analyze changes to the state comprehensive plan, the South Florida Regional Planning Council (SFRPC) Strategic Regional Policy Plan, and Florida Statutes related to comprehensive plans.

Upon substantial completion of Tasks 1 – 3, KHA will prepare a draft EAR for review by the Village. KHA will revise the proposed report one (1) time based on comments received. The draft EAR will be based upon the results of the tasks noted above and will also include information and analysis required by Chapter 163.3191, F.S.

Task 4 – Local Planning Agency and Village Council Adoption Hearing

The Consultant will provide one hard copy and one electronic copy of the draft EAR for distribution for the Local Planning Agency (LPA) hearing and the Village Council adoption hearing. It is anticipated that both hearings will occur in one meeting. The Village will be responsible for production and distribution of the EAR documents to the hearings. The Consultant will attend the hearings to present the draft EAR and to address questions and comments.

The Consultant will revise the draft EAR based upon the input from the LPA and the Village Council hearings as directed by Village staff. Following the revisions, the Consultant will provide one hard copy and one electronic copy of the final EAR document for transmittal to DCA and the review agencies for review.

Task 5 – Transmittal to DCD

The Consultant will assist the Village in preparing the transmittal letter to the Department of Community Development outlining the determination of whether the comprehensive plan will need to be amended based on the changes in the state requirements since the last time the comprehensive plan was amended. The Village is not required to transmit the adopted EAR to the DCD for sufficiency determination; however, it can be sent at the Village's discretion.

The Village will be responsible for production and transmittal of the letter and the adopted EAR to the DCD.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at hourly rates included herein. Additional services we can provide include, but are not limited to, the following:

- Printed copies of the EAR
- Public meetings/workshops
- Additional hearings to the Village Council or LPA in addition to the two hearings included in the scope
- EAR Based Comprehensive Plan Amendments
- Zoning Code amendments

INFORMATION PROVIDED BY CLIENT

The following information shall be provided by the Client. The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client.

- Village's Comprehensive Plan
- All necessary Comprehensive Plan element maps in GIS or AutoCAD

SCHEDULE

We will provide our services as expeditiously as practicable to meet the following schedule. The duration and completion time of tasks may be mutually amended by the Client and the Consultant.

<u>Task</u>	<u>Time from Notice to Proceed</u>
Task 1 - Project Kick-Off /Project Initiation	1 week
Task 2 - Data Collection/Review of Existing Information	3 weeks
Task 3 - Preparation of First Draft of EAR	8 weeks
Client Review Period – First Draft	2.5 weeks
Preparation of Second Draft based on Client Comments	2.5 weeks
Task 4 - Public Hearings/Adoption	Village Meeting Schedule
Task 5 - Transmittal to DCD	2 weeks

Exhibit "3"

Payment Schedule

The Consultant will perform the Scope of Services for a total sum of \$34,250.00 including expenses. The breakdown of the fee by tasks is as follows and is to be paid upon completion of each task based on the billing schedule below:

Tasks	Fee
Task 1 – Project Kick-Off and Coordination Procedures	\$ 1,650
Task 2 – Data Collection	\$ 8,750
Task 3 – Evaluation and Appraisal Report	\$ 20,700
Task 4 – LPA and Village Council Adoption Hearing	\$ 1,500
Task 5 – Transmittal to DCD	\$1,650
Total	\$ 34,250

Billing Schedule:

Tasks 1, 2, 4, and 5 will be billed upon 100% completion.

Task 3 will be billed as follows:

- Completion of first draft of EAR – 70% of Task Fee (\$14,490)
- Completion of second draft of EAR – 90% of Task Fee (\$4,140)
- Upon transmittal of final EAR to DCD – 100% of Task Fee (\$2,070)



To: Honorable Mayor and Village Council

Date: December 5, 2011

From: Ron E. Williams, Village Manager

Re: Acceptance of the FY 2012
Edward Byrne JAG grant

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, CONTRACT AWARD FY 2012 IN THE AMOUNT OF \$4,725 FOR THE PURPOSE OF SUPPORTING THE SCHOOL RESOURCE OFFICER PROJECT RAD/KID IN THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

In an effort to continue to improve the quality of service, the Palmetto Bay Policing Unit provides to its residents and school age children in particular, the Unit applied for the Edward Byrne JAG Program and received notification that the Village has been awarded a grant in the amount of \$4,725. The funding will be utilized to expand the School Resource Officer Project "Rad/Kid" program, to train school age children to recognize, defend and escape a potential kidnapping situation. In the past, the program has been successfully implemented in concert with the Parks & Recreation Department and the local public schools.

FISCAL/BUDGETARY IMPACT:

Additional funding will be available to the Unit to implement the Rad/Kid program. The enclosed grant does not have a matching requirement.

RECOMMENDATION

Approval is recommended.

1 RESOLUTION NO. 2011-____
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS;
5 AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE
6 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
7 PROGRAM, CONTRACT AWARD FY 2012 IN THE AMOUNT OF \$4,725
8 FOR THE PURPOSE OF SUPPORTING THE SCHOOL RESOURCE
9 OFFICER PROJECT RAD/KID IN THE VILLAGE OF PALMETTO BAY;
10 AND PROVIDING AN EFFECTIVE DATE.
11

12 WHEREAS, the Palmetto Bay Policing Unit previously submitted an application for
13 authorization to utilize federal funds awarded from the FY 2012 Edward Byrne Memorial Justice
14 Assistance Grant Program Local Solicitation; and
15

16 WHEREAS, the Village of Palmetto Bay Policing Unit received notification that the
17 Village of Palmetto Bay has been awarded the grant in the amount of \$4,725; and,
18

19 WHEREAS, under this Contract and upon award of grant funds from the State of Florida
20 Drug Control and System Improvement Formula Grant Program, through the Office of
21 Management and Budget, Miami-Dade County, the Village shall procure items in order to support
22 the expansion of services provided by the School Resource Officer Project through the Rad/Kid
23 program.
24

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

28 Section 1. The Village Manager is authorized to accept the Edward Byrne Memorial
29 Justice Assistance Grant (JAG), Contract Award FY2012 in the amount of \$4,725, and execute the
30 attached grant agreement and other related documents on behalf of the Village of Palmetto Bay.
31

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

33 PASSED and ADOPTED this ____ day of December, 2011.

34
35 Attest: _____
36 Meighan Alexander
37 Village Clerk
38

Shelley Stanczyk
Mayor
39

40 READ AND APPROVED AS TO FORM:
41

42
43 _____
44 Eve Boutsis
45 Village Attorney
46

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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Howard Tendrich _____

Council Member Joan Lindsay _____

Vice-Mayor Brian Pariser _____

Mayor Shelley Stanczyk _____



miamidade.gov

October 5, 2011

Management and Budget
Grants Coordination
111 NW 1st Street • 19th Floor
Miami, Florida 33128
T 305-375-4742 F 305-375-4049

Ron E. Williams
Village Manager
Village of Palmetto Bay
8050 SW 152 Street
Palmetto Bay, FL 33162

RE: Contract Award FY2012
Edward Byrne Memorial Justice Assistance Grant (JAG)

Dear Mr. Williams:

We are pleased to provide you with the contract for your program under the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant for FY2012. **The federal funds allocated for your city are \$4,725.**

We are providing you with copies of three original contracts for your program. Each of the three contracts must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the contract signature page. Also, the contracts include several Affidavits which require an ORIGINAL and notarized signature. Upon signing by your city officials, the contracts are to be returned to this office along with the City Council resolution to accept these funds. Our staff will complete the execution process in the County and send you a fully executed contract for your records. Reimbursement for First Quarter expenditures can occur ONLY if the contract is fully signed by the jurisdiction and returned to the Office of Management and Budget with the accompanying council resolution.

In accordance with your communication with this office, it is our understanding that Officer Peter Judge is the designated contact person for this project. As such, all routine correspondence and reporting activities throughout the grant year will be directed to his attention. Please notify us immediately if this designation changes.

If you have any questions on this matter, please contact me at (305) 375-2108. We look forward to working with you this year!

Sincerely,

A handwritten signature in black ink, appearing to read "Michaela Doherty", written over a white background.

Michaela Doherty
Project Planner

Enclosures

**MIAMI-DADE COUNTY
OFFICE OF GRANTS COORDINATION
BYRNE GRANT ADMINISTRATION**

**CHECKLIST FOR CONTRACT COMPLETION
AND SIGNATURES**

1. Mayor/City Manager to sign and affix Corporate Seal on page 14 of each Contract (3 copies).
2. Attachment E: **Miami-Dade County Affidavits-** Complete page 1 and answer enumerated questions with an "X" if it pertains to contract or "N/A" if it does not apply. Page 5 must be signed AND notarized.
3. Attachment E1: **Code of Business Ethics-** Page 3 must be signed AND notarized.
4. Attachment E2: **Miami-Dade County Debarment Disclosure Affidavit-** must be signed AND notarized.
5. Attachment E3: **State Public Entities Crime Affidavit-** ALL blank spaces on Pages 1 & 2 must be filled in. Please note the **TWO** options on Page 2; form must then be signed AND notarized.
6. Attachment F: **Provider's Disclosure of Subcontractors and Suppliers-** Fill in name and address of municipality, type in "No subcontractors will be used", and "No suppliers will be used" under respective items. Do not state "N/A" and do not leave blank. The bottom section must be signed and completed.

Be sure to complete a checklist on each contract package prior to returning them to this office. This will avoid errors and omissions that delay execution of your contract. If you have any questions about the contract or attachments, please call Michaela Doherty at (305) 375-2108, or email at mic3@miamidade.gov.

**Palmetto Bay
FY2012
Contract**

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2011, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **VILLAGE OF PALMETTO BAY** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **School Resource Officer Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **School Resource Officer Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **School Resource Officer Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **School Resource Officer Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

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

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$4,725**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2011 through September 30, 2012.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly

understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing **School Resource Officer** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

Nepotism. Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is

permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Office of Management and Budget
111 NW First St., 19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Palmetto Bay Police Department
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
Attention: Officer Peter Judge

XIV. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment E); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment E); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a)

request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment. Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **School Resource Officer Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2012.

D. The Provider agrees to mail all Quarterly Expenditure Reports to the address listed above, Section XIII.

E. The County agrees to review Expenditure Reports to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three (3) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **School Resource Officer Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and October 5, 2012 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and October 15, 2012 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and

any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Quarterly Expenditure Report
Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.



Signature

Village Manager

Title

Ron E. Williams

Name (typed)

ATTEST:

By: 

By: _____
(Corporate Seal)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

ATTACHMENT A

PROGRAM NARRATIVE

Jurisdiction Name: Village of Palmetto Bay

Contact Person: Officer Peter Judge

Address: 9705 E. Hibiscus Street
Miami, Florida 33157Contact Numbers: O (305) 278-4018
F (305) 278-4019

Program Area: School Resource Officer

Program Dates: 10/01/11 through 09/30/12

Program Name: Rad/KID Program

Target Population: City Youth

Problem Identification

According to the United States Department of Justice, 797,500 children are reported missing in a one year period, resulting in an average of 2,185 children reported missing each day. Of these, 203,900 were the victims of family abduction, 58,200 children were the victims of non-family abduction, and 115 children were the victims of "stereotypical" kidnapping. Due to the growing rise in child abduction, the Palmetto Bay Police Department will teach safety awareness using the radKIDS curriculum in the upcoming grant year. Children will be instructed on abduction safety and awareness, including the importance of establishing a password or codeword that only they and their parents know.

Florida Department of Law Enforcement data reveals that there are 1,710 registered sexual offenders and 207 registered sexual predators currently residing in Miami-Dade County. The Palmetto Bay SRO assigned to this project has over four years of experience as a detective in the Miami-Dade Police Department's Sexual Crimes Bureau, half of his assigned cases involved children who were victims of sexual assaults by either a stranger or family member. Other statistics and historical data indicate that 15% to 25% of American students are bullied with some frequency and that children need to be more aware of their safety in today's society. Consequently, the radKIDS curriculum proves to be a viable tool in dealing with the challenges children face today.

Program Description

The Village of Palmetto Bay Policing Unit recognizes the importance of providing youth with healthy environments and positive role models. Due to the overwhelming success of last year's radKIDS program and the current waiting list, the Village Policing Unit would again like to use this year's JAG funds to offer these personal safety and empowerment courses to the children within the village. Using a separate grant from the Department of Justice, six additional officers became certified radKIDS instructors. The addition of these instructors will allow the Palmetto Bay Policing Unit to conduct more classes and reach many more children in the community. Students will receive five (5) classes, each lasting approximately 120 minutes. These classes will be taught at the three local public Elementary Schools, located within the Village of Palmetto Bay. Based upon previous attendance, the Policing Unit's goal is to certify 300 additional students during the grant year. The Palmetto Bay Police Department will utilize FY2012 JAG funds to purchase a radKIDS Punching Dummy to be used in the radKIDS self defense technique demonstrations, as well as radKIDS T-shirts and wrist bands for the students and manuals explaining the radKIDS course for parents of the participating students.

At the end of each course, both age groups, 5-7 and 8-12, will participate in simulation exercises, which require each child to wear protective gear, including a helmet, gloves, knee, and elbow pads. The simulation exercises also require the instructor to wear a full protective simulation suit, which protects him from head to toe. The simulation part of the class provides an opportunity for students to practice the skills they learned during their initial five days of training. The goal is for the students to implement the self-defense techniques they learned to get away from a possible abductor. The fundamental principles of the radKIDS curriculum include personal safety topics like "No one has a right to hurt you, no one, because you are special," "You do not have the right to hurt anyone else or

yourself," and "It's not your fault." After completing the program each student will be given a certificate with their photograph and thumb print attached.

Jurisdiction Name: Village of Palmetto Bay

Contact Person: Officer Peter Judge

Address: 9705 E. Hibiscus Street
Miami, Florida 33157

Contact Numbers: O (305) 278-4018
F (305) 278-4019

Program Area: School Resource Officer

Program Dates: 10/01/11 through 09/30/12

Program Name: radKIDS Program

Target Population: City Youth

Required Activities	Planned Measures	Monitoring Plan
<p>Conduct 15 radKIDS classes during the grant year. (20 students per class)</p> <p>Serve 300 children during the grant year</p> <p>Purchase supplies for the radKIDS presentations including: program t-shirts, parent manuals, student wristbands & radKIDS punching dummy.</p>	<p>The Provider shall be responsible for:</p> <p>Provide radKIDS presentations for school age children ranging from ages 5-12.</p>	<p>The Provider is to submit the following information to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Meeting announcements, participant list and meeting attendance records</p> <p>Copies of invoices and cancelled checks for all materials purchased</p>

ATTACHMENT B

PROGRAM BUDGET

Attachment B

Jurisdiction Name: PALMETTO BAY

Contact Person: Ofc. Peter Judge

Program Area: School Resource Officer

O (305) 278-4018 F (305) 278-4019

Program Name: radKIDS Program

Program Dates: 10/01/11 - 09/30/12

CONTRACTUAL SERVICES TOTAL **\$4,725**

Salaries and Benefits, Total **\$0**

Operating Capital Outlay, Total **\$0**

Expenses, Total **\$4,725**

Program T-shirts 300 @ \$8.35 ea. \$2,505

Parent manuals 300 @ \$5 ea. \$1,500

Student wrist bands 300 @ \$1.50 ea. \$450

rad/KIDS Puchhing Dummy \$270

Total Budget **\$4,725**

Miami-Dade County will reimburse an amount not to exceed: **\$4,725**

ATTACHMENT C

Edward Byrne Memorial Justice Assistance Grant Program
Drug Control and System Improvement Formula Grant Program

ATTACHMENT C

Quarterly Project Performance Report

SCHOOL RESOURCE OFFICER PROJECT
Fiscal Year 2010/2011

Plametto Bay
(City)

(Project Name)

(Name of Person Completing Form)

(Title)

(Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4	July 1 - September 30	October 5

Report Number	Quarterly Period	Report Submission Date

Note: Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

FY2012 Quarterly Project Performance Report
School Resource Officer Project
Palmetto Bay

Please answer the following questions based on activity that occurred in the previous quarter.

1. Total Number of program participants who received services
2. Number of program participants who completed programming
3. Number of program participants who exited programming (completed or not)
4. Number of radKID classes conducted
5. Amount of JAG funds expended to purchase equipment and/or supplies
6. Number of equipment/supplies purchased with JAG funds
7. Specify type of equipment/supplies purchased with JAG funds

PROGRAM NARRATIVE

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

ATTACHMENT D

Edward Byrne Memorial Justice Assistance Grant Program

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(To Be Copied on Jurisdiction Letterhead)**

City: _____	Date of Claim: _____
Project Name: _____	Claim Number: _____
Telephone: _____	Claim Period: _____
Name of Person Completing Form: _____	

1. Total Federal Budget \$ _____ 2. Amount This Invoice \$ _____

3. Amount of Previous Invoices \$ _____ 4. Remaining Budget Balance \$ _____

(Subtract lines 2 & 3 from line 1)

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Category Totals
_____	Salaries & Benefits	_____	_____		
_____	Contractual Services	_____	_____		
_____	Operating/ Capital Equipment	_____	_____		
_____	Expenses	_____	_____		
_____	Total Claim	_____	_____		

We request payment in accordance with our contract agreement in the amount of 100% of the Total Costs for this Claim \$ _____.

Attached, please find the records which substantiate the above expenditures. I certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

Chief of Police/Other City Official

Payment Approved, Miami Dade County

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS- Payroll Expenses

City: _____ Date of Claim: _____

Project Name: _____ Claim Number: _____

<u>Name Officer/Staff</u>	<u>Date of Activity</u>	<u>Type of Activity*</u>	<u>Total Hours</u>

*(Presentation, Parent Meeting, Field trip, etc.)

TOTAL HOURS _____ AT \$ _____ PER HOUR = \$ _____

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF \$ _____ IS CORRECT.

OFFICER/STAFF SIGNATURE: _____

OFFICER/STAFF SOCIAL SECURITY NUMBER: _____

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: _____

I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED: _____

Note: Payroll registers, time sheets and OT slips, documenting payroll expenses, must be attached to process this payment.

ATTACHMENT E

JAG/BYRNE GRANT ADMINISTRATION

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, Ron E. Williams, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

05-0541068
Federal Employer Identification Number (If none, Social Security)

Village of Palmetto Bay
Name of Entity, Individual(s), Partners, or Corporation

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

9705 E. Hibiscus Street, Palmetto Bay, FL 33157
Street Address City State Zip Code

NA I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

- 1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Table with 3 columns: Full Legal Name, Address, Ownership. Includes three rows for data entry with percentage symbols.

- 2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable

beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

NATII. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
 Yes No
2. Does your firm provide paid health care benefits for its employees?
 Yes No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	American Indian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanics:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Aleut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females
_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females:	_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females

NATIII. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

_____ The firm does not have annual gross revenues in excess of \$5,000,000.

_____ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.

_____ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

_____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County _____ has has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County _____ has has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

NA VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

~~N/A~~ PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____ 200__ by _____ He/She is personally known to me or has presented _____ as identification. (Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____ (State)

Notary Seal

ATTACHMENT E 1

Form A-12
Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____
200__ by _____ He/She
is personally known to me or has presented _____
(Type of Identification)
as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

ATTACHMENT E 2

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____
200__ by _____ He/She
is personally known to me or has presented _____
(Type of Identification)
as identification.

(Signature of Notary) (Serial Number)

(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

ATTACHMENT E 3

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

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

1. This sworn statement is submitted to Miami-Dade County

by Ron E. Williams, Village Manager
(print individual's name and title)

for Village of Palmetto Bay
(print Name of entity submitting sworn statement)

whose business address is 9705 E. Hibiscus Street, Palmetto Bay FL 33157

and if applicable its Federal Employer Identification Number (FEIN) is 05-0541068
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

ATTACHMENT F

JAG/BYRNE GRANT ADMINISTRATION

**PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
(Ordinance 97-104)**

Name of Organization: Village of Palmetto Bay Address: 9705 E. Hibiscus Street
Palmetto Bay, FL 33157

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

<u>NAME OF SUBCONTRACTOR OR SUB-CONSULTANT</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
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No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

<u>NAME OF SUPPLIER</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
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No suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/ State/Zip: _____

Telephone: () _____ Fax: () _____ E-mail: _____



To: Honorable Mayor and Village Council

Date: December 5, 2011

From: Ron E. Williams, Village Manager

Re: Storm Drain Cleaning –
Environwaste Services Group,
Inc.

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

BACKGROUND AND ANALYSIS:

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

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

The Department of Public Works has an ongoing program to clean catch basins that have debris covering the asphalt apron and the top of the grate that may contribute to inadequate flow of water through storm drain systems and tend to cause localized flooding. Some structures may have leaves, silt, and debris staged at the bottom of the inlet. Debris at the

bottom of an inlet can find its way into pipes and exfiltration trenches, thereby reducing the efficiency of the drainage system. Through residents input and annual visual inspections, drain structures are identified and cleaned. Work performed is inspected by the Public Works staff to ensure the quality of the completed work.

EnviroWaste Services Group, Inc. was contracted per resolution No. 2011-30 dated May 2nd, 2011 to provide emergency and routine storm drain cleaning throughout the Village of Palmetto Bay on an as needed basis. EnviroWaste Services Group, Inc. has provided the Village of Palmetto Bay drain cleaning services for three consecutive years. The Department of Public Works contacted, EnviroWaste Services Group, Inc. and received authorization to continue to “piggy back” onto the existing Village of Pinecrest Storm Drainage Cleaning Services contract as executed by the Village of Pinecrest, on October 2, 2008. EnviroWaste Services Group, Inc. has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Pinecrest.

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

FISCAL/BUDGETARY IMPACT:

The Village budget this item under “Special Revenue Fund-Stormwater Utility Fund” in an amount not to exceed \$25,000 in the Fiscal Year 2011-2012.

RECOMMENDATION:

Approval is recommended

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RESOLUTION NO. _____

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

WHEREAS, The Village of Palmetto Bay is required under the MS4 Permit to provide and document preventative maintenance efforts used annually to control contamination of stormwater runoff and prohibit illicit discharges into bodies of water; and,

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

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

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

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

WHEREAS, Pursuant to the Village’s purchasing procedures, the Village may enter into contracts for services with contractors without following competitive bidding procedures when another public agency has already followed proper formal bid procedures; 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 continue the agreement with EnviroWaste Services Group, Inc. for drain cleaning services for the Village of Palmetto Bay in an amount not to exceed \$25,000.

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

The Village of Palmetto Bay

Vendor

By: _____
Ron E. Williams,
Village Manager

By: _____
B. Rafael Barba,
President

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader

VILLAGE ATTORNEY

By: _____
Eve A. Boutsis

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RESOLUTION NO. 2011-30

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DRAIN CLEANING; AUTHORIZING ENVIROWASTE SERVICES GROUP, INC. TO CONTINUE PROVIDING STORM DRAIN CLEANING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$20,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Polluted stormwater runoff is commonly transported through Municipal Separate Storm Sewer Systems (MS4s), from which it is often discharged untreated into local water bodies. To prevent harmful pollutants from being washed or dumped into an MS4, operators must obtain a NPDES permit and develop a stormwater management program; and,

WHEREAS, The Village of Palmetto Bay is required under the MS4 Permit to provide and document preventative maintenance efforts used annually to control contamination of stormwater runoff and prohibit illicit discharges into bodies of water; and,

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

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

WHEREAS, EnviroWaste Services Group, Inc. was contracted per Resolution No. 09-80 dated October 5th, 2009 to provide storm drain cleaning throughout the Village of Palmetto Bay on an as needed basis; and,

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

WHEREAS, Pursuant to the Village's purchasing procedures, the Village may enter into contracts for services with contractors without following competitive bidding procedures when another public agency has already followed proper formal bid procedures; and,

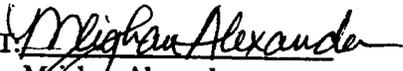
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

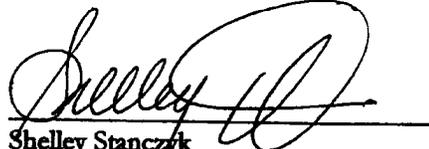
1 **Section 1:** The Village Manager is authorized to enter into an agreement with EnviroWaste
2 Services Group, Inc. for Village-wide storm drain cleaning for Fiscal Year 2010-2011 in an amount
3 not to exceed \$20,000.
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5 **Section 2:** This resolution shall take effect immediately upon approval.
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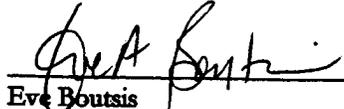
8 **PASSED and ADOPTED** this 2nd day of May, 2011.
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12 ATTEST:


13 Meighan Alexander
14 Village Clerk
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16 Shelley Stanczyk
17 Mayor
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21 **READ AND APPROVED AS TO FORM:**
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23 Eve Boutsis
24 Village Attorney
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26 **FINAL VOTE AT ADOPTION:**
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28 Council Member Patrick Fiore	<u>YES</u>
29 Council Member Howard J. Tendrich	<u>YES</u>
30 Council Member Joan S. Lindsay	<u>YES</u>
31 Vice-Mayor Brian W. Pariser	<u>YES</u>
32 Mayor Shelley Stanczyk	<u>YES</u>

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AGREEMENT FOR PROFESSIONAL SERVICES STORM DRAINAGE SYSTEM CLEANING SERVICES

THIS AGREEMENT, made and entered into on the 2nd day of OCTOBER, 2008 by and between the Village of Pinecrest, Miami-Dade County, Florida, party of the first part (hereinafter called "Village"), and Envirowaste Services Group, Inc., Miami, Miami-Dade County, Florida, party of the second part (hereinafter called "Contractor");

RECITALS:

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

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

1. SCOPE OF SERVICES

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

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

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

2. FEES FOR SERVICES

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

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

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

Invoicing and payment:

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

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

3. TERM

The term of this Agreement shall commence on the date of this Agreement and continue for a period of ~~5~~ ⁶ years, therefore terminating on October 31, 2012, unless terminated pursuant to Paragraph 6 or extended pursuant to Paragraph 8.

4. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR.

5. PROHIBITION AGAINST CONTINGENT FEES

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

6. TERMINATION

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

7. NONEXCLUSIVE AGREEMENT

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

8. ENTIRE AGREEMENT

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

9. WARRANTIES OF CONTRACTOR

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

10. ATTORNEY'S FEES

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

11. NOTICES

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

VILLAGE: Peter G. Lombardi
Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

CONTRACTOR: B. Rafael Barba, P.G., G.C.
CEO/President
Envirowaste Services Group, Inc.
4 SE 1st Street, 2nd Floor
Miami, Florida 33131

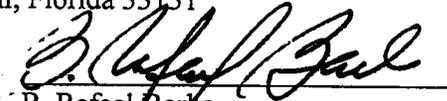
12. GOVERNING LAW

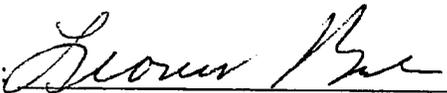
This Agreement shall be construed in accordance with the laws of the State of Florida.

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

CONTRACTOR:

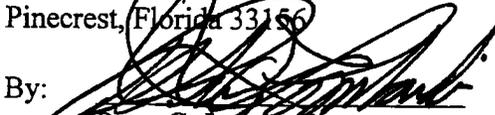
ENVIROWASTE SERVICES GROUP, INC.
B. Rafael Barba, President
4 Southeast 1st Street, 2nd Floor
Miami, Florida 33131

By: 
B. Rafael Barba
President

Attest: 

VILLAGE:

VILLAGE OF PINECREST
Peter G. Lombardi, Village Manager
12645 Pinecrest Parkway
Pinecrest, Florida 33156

By: 
Peter G. Lombardi
Village Manager

Attest: 
Guido H. Inguanzo, Jr., CMC
Village Clerk

Seal:



EXHIBIT A

September 9, 2008

Mr. Dan Moretti
Department of Public Works
Village of Pinecrest
11551 South Dixie Highway
Pinecrest, FL 33156

RECEIVED
SEP 10 2008
VILLAGE OF PINECREST

RE: Contract extension

Dear Mr. Moretti:

EnviroWaste Services Group, Inc., is very grateful to the Village of Pinecrest and is excited about the opportunity to continue providing storm drain cleaning services to the Village. Despite the increased price of fuel since our last contract renewal in 2006, we are extending our current pricing to the Village of Pinecrest for another 2 years, with 2, (2-year) renewals if the Village so desires.

It has been a pleasure servicing the Village and look forward to many more years of service. I appreciate your time with this matter. If you have any questions, feel free to contact me at 305-637-9665.

Sincerely,

ENVIROWASTE SERVICES GROUP, INC.

A handwritten signature in black ink, appearing to read 'B. Rafael Barba'.

B. Rafael Barba, P.G., G.C.

CEO / President

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID C3
ENVIR-4

DATE (MM/DD/YYYY)
06/30/08

PRODUCER
BROWN & BROWN OF FLORIDA INC
8000 GOVERNORS SQUARE BLVD 400
MIAMI LAKES FL 33016-1588
Phone: 305-364-7800 Fax: 305-822-5687

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ENVIROWASTE SERVICES GROUP INC
ATTN LEONOR BARBA
P O BOX 431494
S MIAMI FL 33243-1494

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	NATIONAL UNION FIRE	32298
INSURER B:	BRIDGEFIELD EMPLOYERS INS CO	10701
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED; NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	3791887	07/01/08	07/01/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> XCU LIABILITY				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	4303974	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS/UMBRELLA LIABILITY	7619778	07/01/08	07/01/09	EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0830-35566	12/23/07	12/23/08	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Village of Pinecrest is named as an Additional Insured as respects General Liability.

CERTIFICATE HOLDER
VILLAGE
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest FL 33156

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
[Signature]

THIS IS NOT A BILL-DO NOT PAY

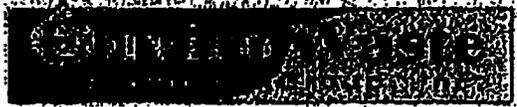
DO NOT FORWARD

ENVIRONMENTAL SERVICES GROUP INC
RAFAEL BARBA PRES
2911 NW 39 ST
MIAMI FL 33142



SEE OTHER SIDE

EXHIBIT B



RECEIVED

August 7, 2006

AUG 08 2006

Ms. Maritza Casado, Administrative Assistant
Department of Public Works
Village of Pinecrest
11551 South Dixie Highway
Pinecrest, FL 33156

Village of Pinecrest
Public Works Dept.

RE: Fax dated 8/2/06 concerning a contract extension

Dear Ms. Casado:

EnviroWaste Services Group, Inc., is very grateful to the Village of Pinecrest and is excited about the opportunity to continue providing storm drain cleaning services to the Village. However, we are respectfully requesting a revision to the contract.

Our original contract dates back to October of 1998 and in that time we have only asked for a price increase once. As you can imagine, all costs have gone up significantly during that eight year span, primarily our two largest expenses: labor and fuel. Fuel costs in 1998 alone were approximately \$1.25 per gallon; today they are closer to \$3.25 per gallon (an increase of 160%).

Our first priority is to continue as the Village of Pinecrest's storm drain cleaning contractor. Therefore, we are requesting an increase in our previous year's prices of 8%. I am confident that the Village of Pinecrest will find that the new pricing is still well below the standard pricing available in the industry. Below I have included a price schedule with the old and proposed new prices:

	OLD	PROPOSED NEW 8%
• Catch Basins	\$63.00 per inlet	\$68.04 per inlet
• Manholes	\$105.00 per inlet	\$113.40 per inlet
• French Drains	\$78.75 per inlet	\$85.05 per inlet
• Pipe	\$2.10 per lineal foot	\$2.27 per lineal foot
• Outfalls	\$157.50 per inlet	\$170.10 per inlet

It has been a pleasure servicing the Village and look forward to many more years of service. I appreciate your time with this matter. If you have any questions, feel free to contact me at 305-637-9985.

Sincerely,

ENVIROWASTE SERVICES GROUP, INC.

B. Rafael Barba, P.E., G.C.
CEO / President

2911 N.W. 39th Street, Miami, FL 33142
(305) 637-9985 • f (305) 637-9859



VILLAGE OF PINECREST, FLORIDA

INVITATION TO BID

STORM DRAINAGE SYSTEM CLEANING SERVICES

The Village of Pinecrest is requesting sealed bids for storm drainage system cleaning services. The service consists of furnishing all material, labor, and equipment necessary for the cleaning of the storm drainage system throughout the municipal limits.

Sealed bids must be submitted by Friday, August 14, 1998 at 10:00 a.m. to the Office of the Village Manager, 11551 South Dixie Highway, Pinecrest, Florida 33156. The sealed envelope should be clearly marked "STORM DRAINAGE SYSTEM CLEANING SERVICES BID". All bids will be opened publicly promptly at 4:05 p.m. Late submittals will not be accepted or considered.

Qualifications of the Bidder: Prospective bidders must be able to meet or exceed the qualifications and contractor requirements in accordance with bid documents.

Bid Requirements:

This project shall require a 10% bid bond. The bond may be in the form of a cashier's check, bank money order, bank draft or any national or state bank, certified check, or surety bond, payable to the Village of Pinecrest.

The successful bidder shall submit a current general liability insurance, automobile and workman's compensation insurance certificates for the duration of the contract.

Requesting Bid Documents:

If you wish to pick-up a bid package, call in your request 24 hours before arriving by dialing (305) 234-2121. The bid package may be picked up at the front desk at 11551 South Dixie Highway, Pinecrest, Florida. There is no charge for the bid documents.

Bid Opening and Posting of Bid Tabulations:

Sealed bids will be received until 10:00 p.m., Friday, August 14, 1998 at 11551 South Dixie Highway, Pinecrest, Florida 33156. The bid opening will be held in the Council Chamber at 4:05 p.m. The public is invited to attend. To receive bid opening results you may contact the Village Manager's Office at (305) 234-2121 after August 18, 1998.

The Village of Pinecrest reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any proposal. The Village may reject any or all proposals and re-advertise. There exists the possibility that the Village may consider in its best interest, to award the contract to more than one firm, each to be available for specific assignments as the need arises.

All questions or comments should be directed to Peter G. Lombardi, Office of the Village Manager, (305) 234-2121.

Guido H. Inguanzo, Jr., CMC
Village Clerk



INVITATION TO BID
Storm Drainage System Cleaning Services

PROJECT SPECIFICATIONS

- A. **Description of Work:** The work covered by this specification consists of the routine mechanical cleaning of storm sewer drainage systems with truck mounted sewer vacuum units. Hand labor may be required in areas inaccessible to mechanical equipment to perform the specified work. The storm sewer drainage system is composed of drop inlets, manholes, junction boxes, shoulder gutter inlets, 324 french drains, 125 catch basins, storm water deep well structure and cross, side and lateral drain pipes, piped outfall structures and other miscellaneous storm drainage structures. Cleaning of storm drainage facilities will occur as directed by the Village Manager. Bidder is asked to submit a bid for storm drainage system cleaning services on a per unit basis.
- B. **Drainage System Cleaning:** The Village Manager reserves the right to assign the work on an as needed basis. Routine cleaning work shall consist of work scheduled monthly by the Village Manager or his designee to maintain the existing level of performance of the storm sewer drainage system and to extend the service life of the system.
- Non-routine cleaning work shall consist of work that must begin immediately to restore access to roadways and walkways for vehicular and pedestrian traffic.
- C. The Contractor shall not begin work until authorized by the Village Manager in writing in the form of a Work Order. Any one Work Order may be for one or more locations. The Contractor shall commence each authorized project within five working days of receipt of this notification.
- The mechanical storm drainage cleaning operation shall be done in such a manner so not to damage the storm drainage structures, inlet grates, manhole covers, pipes or pipe joints.
- The Contractor shall remove the drainage structure grate or cover (if necessary) and remove by mechanical means all materials that obstruct either the structure opening, interior structure pipe openings or pipes such as grass and dirt.
- D. **Drainage Structure Location Log:** The contractor shall prepare a log that contains a listing of all the drainage structures and associated pipes cleaned, the types of debris removed and the location of the drainage structures to the nearest street intersection. The log shall be submitted to the Village Manager with the completed and accepted Work Order.
- E. **Quality Assurance:** The Village Manager or his designee shall consider the structure and pipe cleaning work completed and accepted when the structure is 100% free of all

PROJECT SPECIFICATIONS

materials and when the full cross-section of all structure pipes are 100% free of all materials.

Structures or pipes determined unsatisfactory by the Village Manager or his designee shall be re-cleaned to the satisfaction of the Village Manager within the time specified, at no additional cost to the Village.

The only substance that may be removed and placed back into the drainage structure is the standing water removed during the de-watering and cleaning process.

F. **Work Hours:** The cleaning operation of the storm sewer drainage system shall be performed Monday through Friday, between the hours of 8:30 a.m. and 3:30 p.m. Weekend work may be permitted by the Village. The Village reserves the right to change the Contractor's work hours at its discretion if it determines that established work hours are causing traffic congestion.

G. **Equipment:** The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The truck mounted sewer vacuum unit shall be equipped with a vacuum tube and a 2-stage vacuum compressor.

H. **Safety and Protection:** All the storm sewer drainage system cleaning work shall be accomplished with the truck vacuum unit facing in the same direction as the traffic. All lane closures shall have the prior approval of the Village Manager. While performing work, the Contractor will be required to provide the necessary barricades and other traffic safety devices to warn motorists of work being performed. The Contractor shall adhere to the Florida Department of Transportation's Manual on Uniform Traffic Control Devices for maintenance work zones. The Contractor and his employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

I. **Damage to Public and/or Private Property:** The Contractor shall take extreme care to safeguard all existing facilities, site amenities, concrete and/or asphalt surfaces, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced and/or repaired at no additional cost to the Village or to the owner of the property.

J. **Cleanup and Protection:**

1. During work, keep pavements clean and work area in an orderly condition. The Contractor shall properly dispose of any waste resulting from the work being performed in an approved facility at an approved site.

PROJECT SPECIFICATIONS

2. Laborers will be required to wear orange vests when working in the right-of-way areas so that they may be visible by motorists.
- K. **Removal and Disposal of Debris:** The Contractor shall clean and remove materials such as but not limited to: sand, soil, leaves, paper, glass, cans, tire pieces, wood pieces, rocks, gravel, tree branches, and other such materials on top of the grates, in the catch basins and pipes and in and around the outfalls. The materials removed by the vacuum system shall be disposed of by the Contractor in accordance with all County, State and Federal Rules and Regulations.
- L. **Basis of Payment:** Payment shall be full compensation for furnishing all equipment, materials, labor, supervision, maintenance of traffic and incidentals necessary to complete all drainage systems cleaning as specified. The Contractor shall be compensated based on the work completed and accepted.



Date: 11/16/11

Village of Palmetto Bay

Dear Mr. Danny Casals,

It is our understanding that The Village of Palmetto Bay shall be "piggy backing" from The Village of Pinecrest's existing drainage cleaning contract. As per our conversation on November 16, 2011, Envirowaste Services Group, Inc. will honor the prices, conditions, and terms set forth in the Village of Pinecrest contract for drainage cleaning services.

The prices are as follow:

- **Catch Basins** **\$68.04 per inlet**
- **Manholes** **\$113.40 per inlet**
- **French Drains** **\$85.05 per inlet**
- **Pipe** **\$2.27 per lineal foot**
- **Outfalls** **\$170.10 per inlet**

I look forward to doing more business with the Village of Palmetto Bay, and appreciate all the work we have been given thus far.

Thank you,



Eddy Barba
Vice President
Envirowaste Services Group, Inc.

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

VENDOR SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2011, between the Village of Palmetto Bay, Florida, a municipal corporation located at 9705 E Hibiscus Street, Palmetto Bay, FL 33157, and EnviroWaste Services Group, Inc. as Vendor, whose address is 4 SE 1 Street, Miami, FL 33131.

RECITALS:

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

WHEREAS, Vendor is amenable to providing services; and,

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

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

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

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

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

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

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

6. The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the contractor to the Village.

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

8. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

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

And

Village: Eve Boutsis, counsel for Village
18001 Old Cutler Road, Suite 533

Palmetto Bay, Florida 33157-6416
(305)-235-9344

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

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

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

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

13. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

14. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

15. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

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

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

17. The Village shall make payment to Vendor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

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

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

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

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

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

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

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

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

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

23. The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions. he right to access and examination of records in section shall continue until disposition of any mediation, claims, litigation or appeals.

25. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents

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

The Village of Palmetto Bay

Vendor

By: _____
Ron E. Williams,
Village Manager

By: _____
B. Rafael Barba,
President

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader

VILLAGE ATTORNEY

By: _____
Eve A. Boutsis



To: Honorable Mayor and Village Council

Date: December 5, 2011

From: Ron E. Williams, Village Manager

Re: Village Fleet Repair &
Maintenance

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VEHICLE MAINTENANCE AND REPAIR; AUTHORIZING THE SELECTION OF AUTO ELECTRIC SERVICE, INC. TO CONTINUE PROVIDING VEHICLE MAINTENANCE AND REPAIR FOR THE VILLAGE OF PALMETTO BAY FLEET; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$6,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Since incorporation of the Village of Palmetto Bay the Village fleet has continuously increased. To date, the Village fleet is made up of twelve (12) vehicles. In the coming years the Village of Palmetto Bay fleet will continue to increase as new vehicles are purchased. The Department of Public Works acknowledges the importance of ensuring that all of its vehicles operate smoothly and efficiently at the lowest possible cost and highest possible quality for the Village.

Currently, the Village of Palmetto Bay outsources the repair and maintenance service of the Village fleet. The Village desires to continue outsourcing the repair and maintenance of the fleet. A contractor responsible for repairs and maintenance of the Village fleet is essential. The Village of Palmetto Bay is responsible for all repairs and maintenance of the twelve (12) trucks in the Village fleet and requires a contractor to repair and maintain all vehicles in the fleet. Currently, eight (8) of the twelve (12) trucks are no longer covered under manufacturers warranty. Therefore, the Department of Public Works finds that it is both necessary and appropriate to continue to retain a contractor to provide vehicle repair and maintenance.

Auto Electric Services, Inc. was contracted per Resolution No. 09-73 dated September 14, 2009 to provide vehicle repair and maintenance service for the Village of Palmetto fleet on an as needed basis. The Department of Public Works contacted, Auto Electric Services, Inc. and received authorization to continue to "piggy back" onto the existing Town of Cutler Bay Vehicle Repair and Maintenance contract as executed by the Town of Cutler Bay, on May 20, 2009. Auto Electric Services, Inc. has agreed to provide the necessary services and

resources to the Village utilizing the same pricing, terms and conditions as set forth in the agreement with the Town of Cutler Bay.

Pursuant to the Village's purchasing procedures, the Village may enter into contracts for services with contractors without following competitive bidding procedures when another public agency has already followed proper formal bid procedures. The Administration is requesting authorization to continue to "piggy back" onto the attached existing agreement between the Town of Cutler Bay and Auto Electric Services, Inc. to provide the necessary services and resources to the Village for vehicle repair and maintenance.

FISCAL/BUDGETARY IMPACT:

The Village has funding available and budget for this item under "Public Works – Vehicle Repair and Maintenance" for an amount of \$5,000.00 and "Special Revenue Funds – Vehicle Repair and Maintenance" for an amount of \$1,500.00 in the Fiscal Year 2011-2012.

RECOMMENDATION:

Approval is recommended

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VEHICLE MAINTENANCE AND REPAIR; AUTHORIZING THE SELECTION OF AUTO ELECTRIC SERVICE, INC. TO CONTINUE PROVIDING VEHICLE MAINTENANCE AND REPAIR FOR THE VILLAGE OF PALMETTO BAY FLEET; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$6,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to date, the Village fleet is made up of twelve (12) vehicles; and,

WHEREAS, the Department of Public Works acknowledges the importance of ensuring that all of its vehicles operate smoothly and efficiently at the lowest possible cost and highest possible quality for the Village; and,

WHEREAS, currently, the Village of Palmetto Bay outsources the repair and maintenance service of the Village fleet; and,

WHEREAS, the Village of Palmetto Bay is responsible for all repairs and maintenance of the twelve (12) trucks in the Village fleet and requires a contractor to repair and maintain all vehicles in the fleet; and,

WHEREAS, Auto Electric Services, Inc. was contracted per resolution No. 09-73 dated September 14, 2009 to provide vehicle repair and maintenance service for the Village of Palmetto fleet on an as needed basis; and,

WHEREAS, the Department of Public Works contacted, Auto Electric Services, Inc. and received authorization to continue to “piggy back” onto the existing Town of Cutler Bay Vehicle Repair and Maintenance contract as executed by the Town of Cutler Bay, on May 20, 2009; and,

WHEREAS, Pursuant to the Village’s purchasing procedures, the Village may enter into contracts for services with contractors without following competitive bidding procedures when another public agency has already followed proper formal bid procedures; 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 continue the agreement with Auto Electric Service, Inc. for vehicle maintenance and repair for the Village of Palmetto Bay fleet in an amount not to exceed \$6,500.

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

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RESOLUTION NO. 09-73

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH AUTO ELECTRIC SERVICE TO PROVIDE VEHICLE REPAIR AND MAINTENANCE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$10,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to date, the Village fleet is made up of fourteen (14) vehicles consisting of eleven (11) trucks and three (3) shuttle buses; and,

WHEREAS, the Department of Public Works acknowledges the importance of ensuring that all of its vehicles operate smoothly and efficiently at the lowest possible cost and highest possible quality for the Village; and,

WHEREAS, The Village of Palmetto Bay is responsible for all repairs and maintenance of the eleven (11) trucks in the Village fleet and requires a contractor to repair and maintain all vehicles in the fleet; and,

WHEREAS, the Department of Public Works finds that it is both necessary and appropriate to retain a contractor to provide vehicle repair and maintenance; and,

WHEREAS, The Town of Cutler Bay issued Request for Proposals No. 09-03: Vehicle Repair and Maintenance Services; and,

WHEREAS, The Town of Cutler Bay selected Auto Service Electric to perform all the necessary work in the manner and form provided in the attached Bid Document RFP No. 09-03 dated February 2009 (see attached); and,

WHEREAS, pursuant to the Village's purchasing procedures, the Village may enter into contracts for services with Contractors when another public agency has already followed proper bid procedures; and,

WHEREAS, the Village has received authorization from Auto Service Electric to "piggy back" onto the existing Town of Cutler Bay, Vehicle Repair and Maintenance Services contract; and,

WHEREAS, Auto Electric Service has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions set forth in the agreement with the Town of Cutler Bay dated on the 20th day of February, 2009; and,

1 **WHEREAS**, the Administration is requesting authorization from the Village Council to
2 enter into an agreement with Auto Service Electric to provide vehicle repair and maintenance
3 services for the Village of Palmetto Bay; and,
4

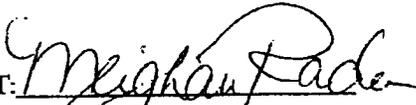
5 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
6 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
7

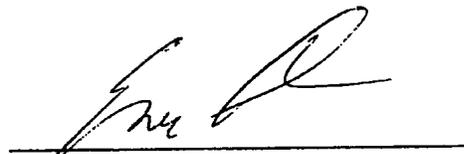
8 Section 1: The Village Manager is authorized to enter into an agreement with Auto Service
9 Electric regarding vehicle repair and maintenance for the Village fleet for Fiscal Year 2009-2010 in
10 an amount not to exceed \$10,000.
11

12 Section 2: This resolution shall take effect immediately upon approval.
13

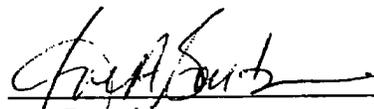
14
15 **PASSED and ADOPTED** this 14th day of September, 2009.
16

17
18
19
20 ATTEST:


21 Meighan Kader
22 Village Clerk
23


24 Eugene P. Flinn Jr.
25 Mayor
26

27
28
29 **READ AND APPROVED AS TO FORM:**
30


31 Eve Boutsis
32 Village Attorney
33

34 **FINAL VOTE AT ADOPTION:**
35

36 Council Member Ed Feller YES
37
38 Council Member Howard J. Tendrich YES
39
40 Council Member Shelley Stanczyk YES
41
42 Vice-Mayor Brian W. Pariser YES
43
44 Mayor Eugene P. Flinn, Jr. YES
45

VENDOR SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2009, between the Village of Palmetto Bay, Florida, a municipal corporation located at 8950 SW 152nd Street, Palmetto Bay, FL 33157, and Auto Electric Service, as Vendor, whose address is 8745 SW 129th Terrace, Miami, Florida 33176.

RECITALS:

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

WHEREAS, Vendor is amenable to providing services; and,

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

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

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

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

 Village
 Vendor

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

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

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

6. The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the contractor to the Village.

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

8. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

To Village: Ron E. Williams, Village Manager
8950 SW 152nd Street
Palmetto Bay, FL 33157

And

Village: Eve Boutsis, counsel for Village
18001 Old Cutler Road, Suite 556
Palmetto Bay, Florida 33157-6416

 Village
Vendor


(305) 854-5353

To Vendor:

Auto Electric Service
8745 SW 129th Terrace
Miami, Florida 33176
Ph: (305)233-2888
Fx: (305)238-3301

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

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

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

13. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

14. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

15. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

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

 Village
 Vendor

17. The Village shall make payment to Vendor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

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

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

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

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

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

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


Village
Vendor


D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

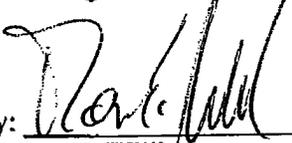
The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

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

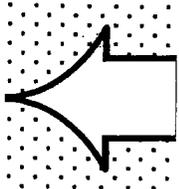
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

Vendor

By: 
Ron E. Williams,
Village Manager

By: 
Oscar Garcia
President
Auto Electric Service



ATTEST:

VILLAGE CLERK

By: 
Meighan J. Rader

 Village
 Vendor

Auto Electric Service
8950 SW 129 Terrace
Miami, FL 33176
Ph: 305.233.2888
Fx: 305.238.3301

September 3, 2009

Village of Palmetto Bay
Department of Public Works
9495 SW 180th Street
Palmetto Bay, FL 33157

Re: "Piggyback" Town of Cutler Bay

To Whom It May Concern:

Auto Electric Service authorizes the Village of Palmetto Bay to "piggyback" from Town of Cutler Bay Request for Proposals No. 09-03, titled "Vehicle Repair and Maintenance Services", dated Friday, February 10, 2009. Auto Electric Service will honor the Town of Cutler Bay contract pricing, terms and conditions for Village of Palmetto Bay vehicle repair and maintenance services. It will be a pleasure to do business with you.

If you have any questions please do not hesitate to contact me.

Sincerely,



Oscar Garcia
President

**TOWN OF CUTLER BAY
CONTRACT DOCUMENTS
RFP# 09-03**



VEHICLE REPAIR AND MAINTENANCE SERVICES

AUTO ELECTRIC SERVICE, INC.

1	ADVERTISEMENT FOR BIDS
2	GENERAL CONDITIONS
3	BID FORM
4	FIRM'S QUALIFICATIONS
5	AGREEMENT
6	TOWN RESOLUTION # 09-38
7	<ul style="list-style-type: none">• CAMPAIGN FINANCE RESTRICTIONS• CONE OF SILENCE• LOBBYIST REGISTRATION
8	<ul style="list-style-type: none">• PUBLIC ENTITY CRIMES• NON-COLLUSION AFFIDAVIT• ANTI-KICKBACK AFFIDAVIT
9	INSURANCE AND LICENSES
10	TOWN FLEET SCHEDULE



**CONTRACT
DOCUMENTS**

**AUTO ELECTRIC
SERVICE**

**SECTION 1
ADVERTISEMENT FOR
BIDS**

**TOWN OF CUTLER BAY
REQUEST FOR PROPOSALS
09-03**



VEHICLE REPAIR AND MAINTENANCE SERVICES

**SUBMITTAL DATE: FRIDAY, FEBRUARY 20, 2009
TIME: 10:00 AM**

REQUEST FOR PROPOSALS

09 - 03

VEHICLE REPAIR AND MAINTENANCE SERVICES TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting proposals from qualified firms to provide for the Vehicle Repair and Maintenance Services for the Town of Cutler Bay. Interested firms should visit the Town's website at www.cutlerbay-fl.gov to obtain the Request for Proposal package. Packages may also be picked up at the following location:

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Sealed submittals including one (1) original and four (4) copies of the submittals must be received no later than 10:00 a.m. on Friday, February 20, 2008 and be clearly marked on the outside, "RFP 09-03 Vehicle Repair and Maintenance Services", by Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189. Late submittals and electronic submittals will not be accepted.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services.

Steven J. Alexander
Town Manager





**CONTRACT
DOCUMENTS**

**AUTO ELECTRIC
SERVICE**

**SECTION 2
GENERAL CONDITIONS**

PUBLIC WORKS DEPARTMENT
RFP # 09-03
VEHICLE REPAIR AND MAINTENANCE SERVICES

Scope of Work (summary): The work covered by this specification consists of furnishing all material, labor, and equipment in performing all operations necessary in connection with the repair and maintenance of Town of Cutler Bay vehicles.

General Provisions: The successful Contractor(s) must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The Town's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted or the Town may select more than one contractor. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

Quality Assurance: The Town of Cutler Bay may inspect work and reject unsatisfactory or defective material or work at any time during progress of work. The contractor is expected to correct any deficiencies as soon as possible after notification.

Award of Contract and Disputes: The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each bidder agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

Auto Electric Service
8950 SW 129 Terrace
Miami, FL 33176
Ph: 305.233.2888
Fx: 305.238.3301

September 3, 2009

Village of Palmetto Bay
Department of Public Works
9495 SW 180th Street
Palmetto Bay, FL 33157

Re: "Piggyback" Town of Cutler Bay

To Whom It May Concern:

Auto Electric Service authorizes the Village of Palmetto Bay to "piggyback" from Town of Cutler Bay Request for Proposals No. 09-03, titled "Vehicle Repair and Maintenance Services", dated Friday, February 10, 2009. Auto Electric Service will honor the Town of Cutler Bay contract pricing, terms and conditions for Village of Palmetto Bay vehicle repair and maintenance services. It will be a pleasure to do business with you.

If you have any questions please do not hesitate to contact me.

Sincerely,



Oscar Garcia
President

**TOWN OF CUTLER BAY
CONTRACT DOCUMENTS
RFP# 09-03**



VEHICLE REPAIR AND MAINTENACE SERVICES

AUTO ELECTRIC SERVICE, INC.

1	ADVERTISEMENT FOR BIDS
2	GENERAL CONDITIONS
3	BID FORM
4	FIRM'S QUALIFICATIONS
5	AGREEMENT
6	TOWN RESOLUTION # 09-38
7	<ul style="list-style-type: none">• CAMPAIGN FINANCE RESTRICTIONS• CONE OF SILENCE• LOBBYIST REGISTRATION
8	<ul style="list-style-type: none">• PUBLIC ENTITY CRIMES• NON-COLLUSION AFFIDAVIT• ANTI-KICKBACK AFFIDAVIT
9	INSURANCE AND LICENSES
10	TOWN FLEET SCHEDULE



**CONTRACT
DOCUMENTS**

**AUTO ELECTRIC
SERVICE**

**SECTION 1
ADVERTISEMENT FOR
BIDS**

**TOWN OF CUTLER BAY
REQUEST FOR PROPOSALS
09-03**



VEHICLE REPAIR AND MAINTENANCE SERVICES

**SUBMITTAL DATE: FRIDAY, FEBRUARY 20, 2009
TIME: 10:00 AM**

REQUEST FOR PROPOSALS

09 - 03

VEHICLE REPAIR AND MAINTENANCE SERVICES TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting proposals from qualified firms to provide for the Vehicle Repair and Maintenance Services for the Town of Cutler Bay. Interested firms should visit the Town's website at www.cutlerbay-fl.gov to obtain the Request for Proposal package. Packages may also be picked up at the following location:

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Sealed submittals including one (1) original and four (4) copies of the submittals must be received no later than 10:00 a.m. on Friday, February 20, 2008 and be clearly marked on the outside, "RFP 09-03 Vehicle Repair and Maintenance Services", by Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189. Late submittals and electronic submittals will not be accepted.

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Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services.

Steven J. Alexander
Town Manager





**CONTRACT
DOCUMENTS**

**AUTO ELECTRIC
SERVICE**

**SECTION 2
GENERAL CONDITIONS**

PUBLIC WORKS DEPARTMENT
RFP # 09-03
VEHICLE REPAIR AND MAINTENANCE SERVICES

Scope of Work (summary): The work covered by this specification consists of furnishing all material, labor, and equipment in performing all operations necessary in connection with the repair and maintenance of Town of Cutler Bay vehicles.

General Provisions: The successful Contractor(s) must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The Town's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted or the Town may select more than one contractor. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

Quality Assurance: The Town of Cutler Bay may inspect work and reject unsatisfactory or defective material or work at any time during progress of work. The contractor is expected to correct any deficiencies as soon as possible after notification.

Award of Contract and Disputes: The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each bidder agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

SCOPE OF WORK (detailed)

General Provisions: The successful contractor must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The Town's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

The Contractor must have the ability to provide required preventative maintenance and repair service listed below:

A. Preventative Maintenance

The Town vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. The average annual usage is normally around 10,000 miles for general purposes vehicles.

B. Repairs and Maintenance

Provide service/repairs to all common mechanical and electrical systems as needed.

C. Transport of Vehicles for Service

- Contractor is responsible for transport (pickup and deliver) of vehicles for all preventative and scheduled services from the following location: Town Hall 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189
- For non-scheduled emergency service, courtesy transportation for customer to and from Town facilities and other locations within Town limits.
- For vehicles not drivable, additional towing charge may be billed upon approval of authorized Town staff.

D. Conditions on Required Services

- 24-hour turn-around on common repairs (including brakes, etc.) and routine maintenance.
- Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.
- Wash and vacuum vehicle after each service.

E. Repair Order Content and Procedure

The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by the Town staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to Town upon completion, and a billing copy shall be sent to the Town with the monthly statement.
- Actual work/cost above written estimate requires Town approval prior to work start.
- Authorization of work by designated Town's Fleet Coordinator or designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
 - Date work performed
 - Vehicle and/or license #, make/model
 - Vehicle mileage at time of service/repair
 - Date in/ date out/ time completed
 - Detail type of service, hours, material used, and cost associated with each
 - Subcontracted repair orders containing same information shall be attached to contractor repair order.
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 90 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within two (2) working days

after notification by the Town's Fleet Coordinator.

- Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor, however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the Town shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

F. Hours of Operation

The Town has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

G. Quarterly Reports of Repairs/Maintenance

The Contractor shall submit a quarterly report listing all repairs and maintenance performed on each vehicle within 30 calendar days at the end of each quarter.

The report shall contain, at a minimum, the following information for each service provided in table format, submit one (1) hard copy and also one (1) copy of an electronic file (excel or access preferred):

- Work order number, vehicle number, and current mileage
- Service order, date and time
- Service completion, date and time
- Vehicle pick-up and return, date and time
- Service provided and costs (breakdown by labor and material)

EVALUATION OF PROPOSALS – SELECTION CRITERIA

<u>Criteria</u>	<u>Weight</u>
1. Price.....	50%
Proposers should complete section 13 of the attached agreement, enclose in an opaque envelope, and submit as part of their RFP. Price will be evaluated once the other two criteria listed below are completed.	
2. Ability, experience, financial resources, location, availability.....	30%
History of successfully completing contracts of this type, location of company and ease of	

access, meeting projected deadlines and experience in similar work, location, hours of operation, the character, integrity, reputation, judgment and efficiency of the Contractor. The Town may ask to inspect proposer's facilities as part of this evaluation.

3. Responsiveness of the written proposal.....20%
 Completeness and clarity of all required submittal information contained in RFP package and any supplemental information provided by Contractor that will demonstrate the quality of services. All addenda must be acknowledged as well.

Total Criteria Weight.....100%

Each proposal will be independently evaluated on Factors 1 through 3.

Below is a list of all Town vehicles that shall be maintained under this bid/contract. Changes to the list may be made at any time such as additional vehicles or replacement vehicles.

Year	Make	Model	VIN
2009	FORD	ESCAPE (HYBRID)	1FMCU49399KA17883
2009	FORD	ESCAPE (HYBRID)	1FMCU49379KA17882
2008	FORD	PICKUP (F-250 DIESEL)	1FTSX21R78ED85942
2007	CHEVY	TAHOE	1GNFK13077R344346
2007	CHEVY	PICKUP (2500)	1GCHK29K67E506300
2007	CHEVY	PICKUP (1500)	1GCEC14C97Z642875
2007	CHEVY	PICKUP (1500)	1GCEC14C67Z638637
2001	DODGE	PICKUP (2500)	1B7HF13YO1J601283
2000	FORD	CROWN VICTORIA	2FAFP71W8YX102635
1996	DODGE	PICKUP (1500)	1B7HC16X7TS717914
1996	INTL	71 PASS SCHOOL BUS	1HVBDN0TH383207
1996	INTL	71 PASS SCHOOL BUS	1HVBDABN0TH383191
1996	INTL	29 PASS SCHOOL BUS	1HVBBABK5TH383327
1996	INTL	71 PASS SCHOOL BUS	1HVBDABN2TH383189
1996	INTL	29 PASS SCHOOL BUS	1HVBRABK3TH383326



**CONTRACT
DOCUMENTS**

**AUTO ELECTRIC
SERVICE**

**SECTION 3
BID FORM**

CONTRACTOR'S SCHEDULE OF FEES

OIL CHANGE

\$ 14.95

Must include:

- Change the vehicle's oil with required by manufacturer quarts of top quality motor oil*
- Replace the oil filter with top quality filter*
- Inspect the wiper blades and replace, if needed (do not include price of parts)
- Vacuum the interior floors
- Clean the exterior windows
- Lubricate all grease fittings (if needed)
- Check & fill (if needed) brake fluid
- Check & fill (if needed) transmission / transaxle fluid
- Check & fill (if needed) differential and coolant fluid
- Check & fill (if needed) power steering fluid
- Check & fill (if needed) windshield wash fluid
- Check & fill (if needed) battery water
- Check & inflate the tires to proper pressure and condition
- Check all exterior lights

* Both must meet manufacturer recommendations. Specify product details in proposal. This proposal will include all disposal and environmental fees.

OTHER MAINTENANCE (Include any and all shop supply fees & labor costs)

REPLACEMENT OF PVC VALVE

\$ 3.85

REPLACEMENT OF FUEL FILTER

\$ 7.42

REPLACEMENT OF BRAKES/BRAKE PARTS

- Front Slotted Disc Brakes (full: - all parts and labor)
- Rear Disc Brakes (full: - all parts and labor)
- Rear Drum Brakes (full: - all parts and labor)
- Turn Brake Drums (per pair)
- Turn/Cut Rotors (per pair)
- Replace Rotors (per pair; full: - all parts and labor)
- Rebuild Wheel Cylinders (each)
- Rebuild Master Cylinder
- Flush Brake Fluid

\$ 69.95
\$ 69.95
\$ 100.00
\$ 8-
\$ 8-
\$ 80-
\$ 25.50
\$ 89.-
\$ 19.95

REPLACEMENT OF AIR FILTER

\$ 10-

RADIATOR FLUSH (Include Fluid)

\$ 19.95

AIR CONDITIONING SERVICE (Include 1 lb of Freon)

\$ 15-

SERPENTINE BELT REPLACEMENT

\$ 29.95

TRANSMISSION (Drain/Replace Fluid/Replace Filter)

\$ 24.95

TUNE-UP (Including Plugs) any and all shop fees & labor costs)

- Specify price when bidding for each:

Four (4) cylinder

\$ 39.95

Six (6) cylinder

\$ 49.95

Eight (8) cylinder

\$ 59.95

Diesel motors (international engines)

\$ 230.-

BATTERY (HD)- HEAVY DUTY

- Replacement
(Must meet manufacturer AMP specifications for vehicle)
- On-board diagnostic inspections

\$ 59.95

\$ 19.95

ALTERNATOR REPLACEMENT

\$ 150-

ALIGNMENTS

- Front Pair (2 Wheel)
- Rear Pair (2 Wheel)
- Front and Rear (4 Wheel)

\$ 35-

\$ 39.95

\$ 49.95

SHOCKS

- Front
- Rear

\$ 92.80

\$ 92.80

TIRES

- Repair (specify type of repair: interior patch or equivalent)
- Remove & Replace
- Balance
- Rotate (with inspection of brakes)

\$ 9.95

\$ 5-

\$ 5-

\$ 9.95

- Road repair service for tire repairs/replacement \$ 5-
- COMPUTER DIAGNOSTIC ASSESSMENT \$ 19.95
- LABOR RATE/HOUR FOR NON-LISTED REPAIRS \$ 67.50
- EMERGENCY ROAD SERVICE-DURING NORMAL BUSINESS HOURS \$ 25-
- EMERGENCY TOWING CHARGE (Flat Rate) \$ 60-
- PERCENTAGE DISCOUNT OFF LIST PRICE OF PARTS 10 %

SECTION 14. SERVICE LEVEL

The CONTRACTOR agrees to provide services according to the vehicle manufacturer's recommended service levels.

SECTION 15. SPECIAL SERVICE

Specify any special service provided to expedite the maintenance of repairs of police vehicles such as priority service, pickup and delivery, etc.

We offer Road Service Pick up & Delivery, Tow Service

SECTION 16. LICENSING

The CONTRACTOR must maintain a current occupational license to conduct a vehicle repair facility in the Town of Cutler Bay or other jurisdiction where the maintenance facility is actually located and comply with any requirements of such license.

SECTION 17. ENTIRE AGREEMENT

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



**CONTRACT
DOCUMENTS**

**AUTO ELECTRIC
SERVICE**

**SECTION 4
FIRM'S
QUALIFICATIONS**

Technical Expertise and Specialized Equipment: As a part of the evaluation of this proposal, the effectiveness of the equipment or techniques being proposed to do this service shall be evaluated by the Town's Representative. Please specify the number of maintenance employees, any special certifications or ratings that they have and any special equipment that is available to service Town Vehicles such as electronic service monitors, diagnostic scanners/computers, front end alignment equipment, etc.

Fuel ANALYZER, Charge System, (2) Computer Diagnostic Analyzer, A/C Charging System Riser (3) - Cooling System Flush - TRANS Flush service - Fuel INJECTOR Cleaning Unit - Brake Fluid Flush UNIT - Engine Oil Flush - Computerize Alignment - LATHE Machine - High Speed BALANCE up to 24" Rims - Milling Machine
(3) ASE certificate Mechanics (5) Apprentice Mechanics
(3) Road Services Vehicles.

References:- All qualified bidders must submit a list of at least three firms, organizations, or major customers to which they have supplied Vehicle Maintenance Services on a regular basis within the past three years. Along with this information should be supplied the name, address and the phone number of each reference listed.

Reference #1: UNITED STATE Postal Service
2250 N.W. 72 Ave
MIAMI, FL. 33152-9891
(305) 470-0200

Reference #2: Department of TRANSPORTATION
District Six Maintenance
1000 N.W 111 Ave
MIAMI, FL. 33172
(305) 470-6713

Reference #3: TRULY Nolen
8777 SW 134 ST
MIAMI, FL. 33176
(305) 257-2420

Any other information that is relevant to the selection criteria described in the RFP may be



**CONTRACT
DOCUMENTS**

**AUTO ELECTRIC
SERVICE**

**SECTION 5
AGREEMENT**

AGREEMENT FOR PROFESSIONAL SERVICES

Vehicle Maintenance and Services

THIS AGREEMENT, made and entered into on the ~~14~~³⁰ day of ~~FEB~~^{MAY} 2009 by and between the Town of Cutler Bay, Dade County, Florida, party of the first part (hereinafter called "TOWN"), and Auto Electric, party of the second part (hereinafter called "CONTRACTOR");

RECITALS:

The TOWN wants to engage the CONTRACTOR to perform certain professional services as described in this Agreement in specific accordance with the Contractors Fee Schedule and with SECTION 2, Scope of Services, in this Agreement. The CONTRACTOR wants to provide such Specified Services in connection with the Maintenance and Repair of Cutler Bay Vehicles.

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

SECTION 1. DEFINITIONS

- a) Repairs: Shall mean any non-warranty or non-emergency repairs.
- b) Town Vehicle: Shall mean any Town owned or leased vehicle for which the Town is responsible for providing maintenance.
- c) Town: Shall mean the Town of Cutler Bay, Miami-Dade County, Florida.
- d) Town's Representative: The Town's representative for the administration of this agreement shall be the Town Manager or his designee.
- e) Contractor: The company selected to perform commercial Town Vehicle Repair and Maintenance Services, other than warranty repairs or emergency repairs.

SECTION 2. SCOPE OF SERVICES

This AGREEMENT is a franchise to do all commercial Town Vehicle Repair and

Maintenance Services, other than warranty repairs or emergency repairs.

SECTION 3. TERM

- a) The duration of this AGREEMENT shall be three (3) years from the date of signing of the AGREEMENT by all parties.
- b) This AGREEMENT may be extended for one (1) subsequent year by mutual written consent of both parties given ninety (90) days prior to the expiration of the AGREEMENT.

SECTION 4. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR.

SECTION 5. PROHIBITION AGAINST CONTINGENT FEES

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

SECTION 6. TERMINATION

This Agreement may be terminated by the TOWN upon five (5) days' written notice with or without cause and by the CONTRACTOR upon 30 days' written notice with or without cause. If this Agreement is terminated, the CONTRACTOR shall be paid in accordance with the provisions of SECTION 13 of this contract for all acceptable work performed up to the date of termination.

SECTION 7. LOCATION

The actual repair facility shall be located either within the corporate limits of the Town of Cutler Bay or no further than six (6) miles outside such limits. Timely and efficient access to the maintenance facility by being located closer to the Town may be a consideration in award of this

contract.

SECTION 8. ADMINISTRATION

Any and all forms, records and reports required by this AGREEMENT shall be of a form and nature determined by the TOWN and shall be maintained or provided in whatever manner dictated by the TOWN. Such records as may be required to be maintained by the CONTRACTOR, including repair invoices broken down by, vehicle number, labor and parts charges, shall be open to inspection by the TOWN, without notice, at anytime during normal business hours.

All reports required pursuant to this AGREEMENT shall be maintained by the CONTRACTOR and are subject to inspection for at least one (1) year after the termination date of this AGREEMENT. The service records are to be kept by vehicle number for the duration of the contract with copies provided to the TOWN with each invoice.

SECTION 9. SERVICE AVAILABILITY

The CONTRACTOR shall provide Vehicle Repair Services a minimum of six (6) days a week, from at least 8:00 a.m. to 5:00 p.m. on normal business weekdays and at least 9:00 a.m. to 1:00 p.m. on normal business Saturdays. Specify the hours and days that service is provided.

DAYS OF SERVICE M-F 7 TO 7 SAT 8-1

HOURS OF SERVICE 12 Hrs.

SECTION 10. INSURANCE REQUIREMENTS

During the term of this AGREEMENT the CONTRACTOR shall be required to maintain the following insurance coverage:

Bodily Injury	\$250,000 each person
Bodily Injury	\$500,000 each accident
Property Damage	\$100,000 each occurrence
Automobile Liability	\$100,000 each person
Bodily Injury	\$300,000 each occurrence
Property Damage (Fire/Theft)	\$100,000 each accident
Workers' Compensation	As required by law employer's liability \$100,000 each employee, each accident and \$100,000 each employee/\$500,000 policy limit for disease.

Completed Operations Coverage \$1,000,000 each occurrence

SECTION 11. APPEALS

The Town Manager or his designee, shall serve as the TOWN'S Representative in all matters concerning the administration of this AGREEMENT. Any disputes concerning the legitimacy of charges under this AGREEMENT may be appealed to the TOWN'S Representative who shall be authorized to resolve them and whose decision shall be final. Nothing in this provision shall preclude any party from appealing any decision of the TOWN'S Representative to a court of competent jurisdiction.

SECTION 12. PERFORMANCE REQUIREMENTS

The CONTRACTOR shall be required to:

- A. Comply with all of the terms and conditions of this AGREEMENT.
- B. Maintain accessibility to the maintenance facility pursuant to the requirements of this AGREEMENT.
- C. Maintain the same level of performance as proposed in the proposal throughout the term of the contract.
- D. Maintain all vehicles per manufacturer's suggested service intervals using only factory recommended parts and products.
- E. Earn and retain their ASE (Automotive Service Excellence) certification.

SECTION 13. FEES

The CONTRACTOR shall agree to bill the TOWN, on a monthly basis detailing the specific services provided, for the collection of all authorized fees allowable under this AGREEMENT. Copies of all signed invoices must be submitted with this bill. The original invoice must be kept on file by the contractor pursuant to SECTION 8.

The CONTRACTOR agrees that the following schedule of fees shall be the maximum amount which CONTRACTOR may charge for Vehicle Repair and Maintenance Services provided by CONTRACTOR as set forth in this AGREEMENT.

CONTRACTOR'S SCHEDULE OF FEES

OIL CHANGE

\$ 14.95

Must include:

- Change the vehicle's oil with required by manufacturer quarts of top quality motor oil*
- Replace the oil filter with top quality filter*
- Inspect the wiper blades and replace, if needed (do not include price of parts)
- Vacuum the interior floors
- Clean the exterior windows
- Lubricate all grease fittings (if needed)
- Check & fill (if needed) brake fluid
- Check & fill (if needed) transmission / transaxle fluid
- Check & fill (if needed) differential and coolant fluid
- Check & fill (if needed) power steering fluid
- Check & fill (if needed) windshield wash fluid
- Check & fill (if needed) battery water
- Check & inflate the tires to proper pressure and condition
- Check all exterior lights

* Both must meet manufacturer recommendations. Specify product details in proposal. This proposal will include all disposal and environmental fees.

OTHER MAINTENANCE (Include any and all shop supply fees & labor costs)

REPLACEMENT OF PVC VALVE

\$ 3.85

REPLACEMENT OF FUEL FILTER

\$ 7.42

REPLACEMENT OF BRAKES/BRAKE PARTS

- Front Slotted Disc Brakes (full: - all parts and labor)
- Rear Disc Brakes (full: - all parts and labor)
- Rear Drum Brakes (full: - all parts and labor)
- Turn Brake Drums (per pair)
- Turn/Cut Rotors (per pair)
- Replace Rotors (per pair; full: - all parts and labor)
- Rebuild Wheel Cylinders (each)
- Rebuild Master Cylinder
- Flush Brake Fluid

\$ 69.95

\$ 69.95

\$ 100.00

\$ 8 -

\$ 8 -

\$ 80 -

\$ 25.50

\$ 89 -

\$ 19.95

REPLACEMENT OF AIR FILTER

\$ 10-

RADIATOR FLUSH (Include Fluid)

\$ 19.95

AIR CONDITIONING SERVICE (Include 1 lb of Freon)

\$ 15-

SERPENTINE BELT REPLACEMENT

\$ 29.95

TRANSMISSION (Drain/Replace Fluid/Replace Filter)

\$ 24.95

TUNE-UP (Including Plugs) any and all shop fees & labor costs)

- Specify price when bidding for each:

Four (4) cylinder

\$ 39.95

Six (6) cylinder

\$ 49.95

Eight (8) cylinder

\$ 59.95

Diesel motors (international engines)

\$ 230.-

BATTERY (HD)- HEAVY DUTY

- Replacement
(Must meet manufacturer AMP specifications for vehicle)
- On-board diagnostic inspections

\$ 59.75

\$ 19.95

ALTERNATOR REPLACEMENT

\$ 130-

ALIGNMENTS

- Front Pair (2 Wheel)
- Rear Pair (2 Wheel)
- Front and Rear (4 Wheel)

\$ 35-

\$ 39.95

\$ 49.95

SHOCKS

- Front
- Rear

\$ 92.80

\$ 92.80

TIRES

- Repair (specify type of repair: interior patch or equivalent)
- Remove & Replace
- Balance
- Rotate (with inspection of brakes)

\$ 9.95

\$ 5-

\$ 5-

\$ 9.95

- Road repair service for tire repairs/replacement \$ 5-
- COMPUTER DIAGNOSTIC ASSESSMENT \$ 19.95
- LABOR RATE/HOUR FOR NON-LISTED REPAIRS \$ 67.50
- EMERGENCY ROAD SERVICE-DURING NORMAL BUSINESS HOURS. 25-
- EMERGENCY TOWING CHARGE (Flat Rate) \$ 60-
- PERCENTAGE DISCOUNT OFF LIST PRICE OF PARTS 10 %

SECTION 14. SERVICE LEVEL

The CONTRACTOR agrees to provide services according to the vehicle manufacturer's recommended service levels.

SECTION 15. SPECIAL SERVICE

Specify any special service provided to expedite the maintenance of repairs of police vehicles such as priority service, pickup and delivery, etc.

We offer Road Service, Pick up & Delivery, Tow Service

SECTION 16. LICENSING

The CONTRACTOR must maintain a current occupational license to conduct a vehicle repair facility in the Town of Cutler Bay or other jurisdiction where the maintenance facility is actually located and comply with any requirements of such license.

SECTION 17. ENTIRE AGREEMENT

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

SECTION 18. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

CONTRACTOR:

AUTO Electric Service
8745 SW 129 TER.
MIAMI, FL 33176
Phone: (305) 233-2888 Fax: (305) 238-3301

SECTION 14: INDEMNIFICATION

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

SECTION 15. GOVERNING LAW

The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney

fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

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

CONTRACTOR:

Auto Electric Service
8745 SW 129 Ter
MIAMI, FL 33176
Phone: 233-2222 Fax: 609-238-3301

By: *Susana Defino*
Noel Becerra
Attest: *Erin Donnell*

TOWN:

TOWN OF CUTLER BAY
Steven J. Alexander, Town Manager
10720 Caribbean Blvd., Suite #105
Cutler Bay, Florida 33189

By:

[Signature]
Steven J. Alexander
Town Manager

Attest:

[Signature]
Erika Gonzalez-Santamaria
Town Clerk





**CONTRACT
DOCUMENTS**

**AUTO ELECTRIC
SERVICE**

**SECTION 6
TOWN RESOLUTION
#09-38**

RESOLUTION NO. 09-38

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AWARDED CONTRACT FOR VEHICLE REPAIR AND MAINTENANCE TO AUTO ELECTRIC SERVICE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED COMPANY AUTO ELECTRIC SERVICE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay ("Town") finds that it is both necessary and appropriate to retain a contractor to provide vehicle repair and maintenance services to the Town; and

WHEREAS, the Town Council acknowledges the importance of ensuring that all of its vehicles operate smoothly and efficiently at the lowest possible cost, to, and highest possible quality for, the Town; and

WHEREAS, the Town Council authorized the issuance of a Request for Proposals (RFP) for Vehicle Repair and Maintenance Service; and

WHEREAS, sealed proposals were received by the published deadline; and

WHEREAS, pursuant to the RFP competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of first ranked firm, Auto Electric Service (the "Contractor"), to provide vehicle repair and maintenance service; and

WHEREAS, the Town Attorney's Office has reviewed the terms of the agreement with Contractor, attached as Exhibit "A", and has determined that it is legally sufficient; and

WHEREAS, the Town Manager has determined in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance that there is a sufficient unencumbered budget appropriation within the department to pay for this agreement, and the Town Manager has made a written recommendation to the Council for its approval; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, THAT:

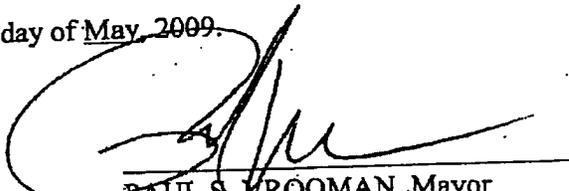
Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Agreement. The Town Council hereby approves the contract with the first ranked contractor, Auto Electric Service, for vehicle repair and maintenance services, in substantially the form attached hereto as Exhibit "A" (the "Agreement").

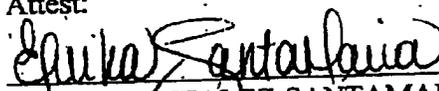
Section 3. Town Manager Authorized. The Town Manager is authorized, on behalf of the Town, to negotiate and execute the vehicle repair and maintenance services contract with Auto Electric Service, for vehicle repair and maintenance services, in substantially the form attached hereto as Exhibit "A". The Town Manager is authorized to execute the Agreement without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 20th day of May, 2009.

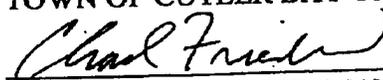

PAUL S. VROOMAN, Mayor

Attest:


ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk



APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF THE
TOWN OF CUTLER BAY ONLY:


WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.L.
Town Attorney

Moved By: Councilmember Meerbott
Seconded By: Councilmember Bell

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest N. Sochin	<u>YES</u>



CONTRACT DOCUMENTS

AUTO ELECTRIC SERVICE

SECTION 7

- **CAMPAIGN FINANCE
RESTRICTIONS**
- **CONE OF SILENCE**
 - **LOBBYIST
REGISTRATION**

Campaign Finance Restrictions on Vendors:

Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

Cone of Silence

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP

or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

Lobbyist Registration

Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s). Please contact the Town Clerk at (305) 234-4262 for additional information.

[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]



CONTRACT DOCUMENTS

AUTO ELECTRIC SERVICE

SECTION 8

- **PUBLIC ENTITY CRIMES**
 - **NON COLLUSION
AFFIDAVIT**
 - **ANTI KICKBACK
AFFIDAVIT**

TOWN OF CUTLER BAY
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Cutler Bay

by SUSANA DELIMA, Service Manager
[print individual's name and title]

for AUTO ELECTRIC SERVICE
[print name of entity submitting sworn statement]

whose business address is

8745 SW 129 TER
MIAMI, FL 33176

and (if applicable) its Federal Employer Identification Number (FEIN) is 651074936

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement. Susana Delima)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Susana Defina
Signature of Entity Submitting Sworn Statement

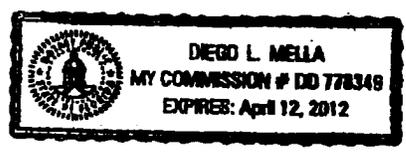
Sworn to and subscribed before me this 19 day of February, 2009.

Personally known _____

OR produced identification Notary Public - State of Florida

Drivers License My commission expires 4-12-2012
(type of identification)

[Signature]
(Printed, typed or stamped Commissioned name notary public)



TOWN OF CUTLER BAY
NON-COLLUSION AFFIDAVIT

State of Florida }

} SS:

County of Miami-Dade

Susana Delima being first duly sworn, deposes and says that:

- a) He/she is the Service Manager, (Owner, Partner, Officer, Representative or Agent) Auto Electric Service, the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

in the presence of:

[Signature] Karissa Draxten

Witness

[Signature] Emmeline Rodriguez

Witness

By: [Signature]

SUSANA DELIMA

(Printed Name)

Service Manager

(Title)

attached to this document.

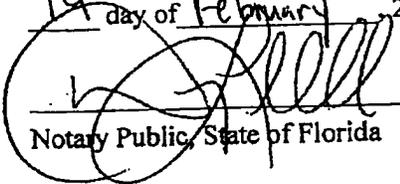
**TOWN OF CUTLER BAY
ANTI-KICKBACK AFFIDAVIT**

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and Auto Electric Service or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Susano Defina
Title: Service Manager

Sworn and subscribed before this

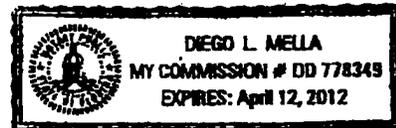
19 day of February, 2009


Notary Public, State of Florida

Diego L. Mella

(Printed Name)

My commission expires: 04-12-2012





**CONTRACT
DOCUMENTS**

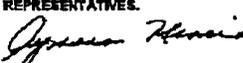
**AUTO ELECTRIC
SERVICE**

**SECTION 9
INSURANCE AND
LICENSES**

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID AM AUTOE02	DATE (MM/DD/YYYY) 05/21/09
PRODUCER FILER INSURANCE, INC. 9440 S.W. 77 Avenue Miami, FL 33156 Phone: 305-270-2100 Fax: 305-270-2195		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Auto Electric Service USA Inc. Mr. Oscar Garcia 8745 SW 129 Terrace Miami FL 33176		INSURERS AFFORDING COVERAGE INSURER A: Business First Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # _____ _____ _____ _____ _____

COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC-0705091	05/07/09	05/07/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Auto Repair Shop

CERTIFICATE HOLDER Town of Cutler Bay 10720 Caribbean Blvd., #105 Cutler Bay FL 33189	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  Aymara Mencia A269211
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/22/09PRODUCER Galloway Insurance
12884 SW 87 Ave
Miami, FL 33176
Phone (305)255-1881 Fax (305)255-1767INSURED AUTO ELECTRIC SERVICE, INC.
8750 S.W. 129th Terrace
Miami, FL 33176
2ND ADDRESS—8745 S.W 129TH TERRACE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE
INSURER A: _____
INSURER B: _____
INSURER C: GRANADA INS. CO.
INSURER D: _____
INSURER E: _____
INSURER F: _____**COVERAGES**

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG
B	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> _____	0185FL00013723	04/21/09	04/21/10	AUTO ONLY - EA ACCIDENT 1, million OTHER THAN EA ACC 1, million AUTO ONLY: AGG 1, million
D	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
F		OTHER GARAGEKEEPERS				60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE ACTUAL INSURANCE POLICY AT THE TIME OF ISSUANCE—ADDITIONAL INSURED: TOWN OF CUTLER BAY 10720 CARIBBEAN BLVD. SUITE #105, CUTLER BAY, FLORIDA 33189**CERTIFICATE HOLDER**TOWN OF CUTLER BAY
10720 CARIBBEAN BLVD. SUITE #105
CUTLER BAY, FLORIDA 33189**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD 25 (2001/08) OF

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14TH FLOOR
MIAMI, FL 33130

2009 LOCAL BUSINESS TAX RECEIPT
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2009
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10
THIS IS NOT A BILL-DO NOT PAY

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

173842-7
RENEWAL
RECEIPT NO. 622212-9

BUSINESS NAME / LOCATION
AUTO ELECTRIC SERVICE
8745 SW 129 TERR
33176 UNIN DADE COUNTY

OWNER
NESTORS PROF SERVICE INC

Sec. Type of Business
214 RETAIL SALES

EMPLOYEE/S
2

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING OR REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR RECEIPT REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATION.

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR

03/02/2009
09010032001
000193.75

SEE OTHER SIDE

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14TH FLOOR
MIAMI, FL 33130

2008 LOCAL BUSINESS TAX RECEIPT
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2009
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10
THIS IS NOT A BILL-DO NOT PAY

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

173842-7
RENEWAL
RECEIPT NO. 173842-7

BUSINESS NAME / LOCATION
AUTO ELECTRIC SERVICE
8745 SW 129 TERR
33176 UNIN DADE COUNTY

OWNER
NESTORS PROF SERVICE INC

Sec. Type of Business
213 SERVICE BUSINESS
NOT A CONTRACTORS RECEIPT

EMPLOYEE/S
1

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING OR REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR RECEIPT REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATION.

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR

03/02/2009
09010032002

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14TH FLOOR
MIAMI, FL 33130

2009 LOCAL BUSINESS TAX RECEIPT
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2009
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10
THIS IS NOT A BILL-DO NOT PAY

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

464885-4
RENEWAL
RECEIPT NO. 485262-1

BUSINESS NAME / LOCATION
AUTO ELECTRIC SERVICE
8745 SW 129 TERR
33176 UNIN DADE COUNTY

OWNER
NESTORS PROF SERVICE INC

Sec. Type of Business
213 SERVICE BUSINESS
NOT A CONTRACTORS RECEIPT

EMPLOYEE/S
1

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING OR REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR RECEIPT REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATION.

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR

03/02/2009
09010033001
000193.75

SEE OTHER SIDE

AUTO ELECTRIC SERVICE
NESTORS PROF SERVICE INC
8745 SW 129 TERR
MIAMI FL 33176

DO NOT FORWARD



AUTO ELECTRIC
8745 SW 129 TERRACE
MIAMI, FL 33176
PHONE: (305) 233-2888
FAX: (305) 238-3301
E-MAIL AUTO_SVC@BELLSOUTH.NET

Dear Valued Customer:

Auto Electric has been servicing the South Florida Community and United Post Office vehicles for the past 30 years. We also starting servicing the Department Of Transportation (district six) for Doral and DOT South , Miami-Dade County School Buses, The Pinecrest Village ,and Truly Nolen. We are registered as vendor for the Miami-Dade County.

We know you have many choices today, and we appreciate you choosing Auto Electric Services to meet your vehicle repair needs. Our goal is to make the experience as pleasant, easy and convenient for you as possible. Hopefully, we will achieve that for you, and you will choose Auto Electric for your future Electrical and Mechanical needs.

Sincerely,

Auto Electric Service Inc.

A handwritten signature in cursive script that reads "Susana Delima". The signature is written in dark ink and is positioned above the printed name and title.

Susana Delima
Service Manager



**CONTRACT
DOCUMENTS**

**AUTO ELECTRIC
SERVICE**

**SECTION 10
TOWN FLEET
SCHEDULE**



TOWN VEHICLES

YEAR	MAKE	MODEL	VIN#	DEPARTMENT
2009	SATURN	VUE (Hybrid)	3GSCL93Z59S581041	Code Compliance
2009	SATURN	VUE (Hybrid)	3GSCL93Z49S570340	Code Compliance
2009	FORD	Pick-Up (F250 Diesel)	1FTSX21R99EA51722	Public Works
2009	FORD	ESCAPE (HYBRID)	1FMCU49399KA17883	Code Compliance
2009	FORD	ESCAPE (HYBRID)	1FMCU49379KA17882	Code Compliance
2008	FORD	PICKUP (F-250 DIESEL)	1FTSX21R78ED85942	Public Works
2007	CHEVY	TAHOE	1GNFK13077R344346	Administration
2007	CHEVY	PICKUP (2500)	1GCHK29K67E506300	Public Works
2007	CHEVY	PICKUP (1500)	1GCEC14C97Z642875	Code Compliance
2007	CHEVY	PICKUP (1500)	1GCEC14C67Z638637	Code Compliance
2001	DODGE	PICKUP (2500)	1B7HE13Y01J601283	Parks
2000	FORD	CROWN VICTORIA	2FAFP71W8YX102635	Code Compliance
2000	FORD	DEADLINE	2FAFP71W1YX190329	N/A
2000	FORD	DEADLINE	2FAFP71WXYX102569	N/A
1996	DODGE	PICKUP (1500)	1B7HC16X7TS717914	Public Works
1996	INTL	71 PASS SCHOOL BUS	1HVBDN0TH383207	Public Works
1996	INTL	71 PASS SCHOOL BUS	1HVBDABN0TH383191	Public Works
1996	INTL	29 PASS SCHOOL BUS	1HVBBABK5TH383327	Public Works
1996	INTL	71 PASS SCHOOL BUS	1HVBDABN2TH383189	Public Works
1996	INTL	29 PASS SCHOOL BUS	1HVBRABK3TH383326	Public Works

AS OF 05/27/09

VENDOR SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2009, between the Village of Palmetto Bay, Florida, a municipal corporation located at 8950 SW 152nd Street, Palmetto Bay, FL 33157, and Auto Electric Service, as Vendor, whose address is 8950 SW 129th Terrace, Miami, Florida 33176.

RECITALS:

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

WHEREAS, Vendor is amenable to providing services; and,

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

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

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

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

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

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

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

6. The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the contractor to the Village.

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

8. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

To Village: Ron E. Williams, Village Manager
8950 SW 152nd Street
Palmetto Bay, FL 33157

And

Village: Eve Boutsis, counsel for Village
18001 Old Cutler Road, Suite 556
Palmetto Bay, Florida 33157-6416

(305) 854-5353

To Vendor:

Auto Electric Service
8950 SW 129th Terrace
Miami, Florida 33176
Ph: (305)233-2888
Fx: (305)238-3301

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

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

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

13. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

14. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

15. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

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

17. The Village shall make payment to Vendor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

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

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

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

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

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

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

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

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

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

The Village of Palmetto Bay

Vendor

By: _____
Ron E. Williams,
Village Manager

By: _____
Oscar Garcia
President
Auto Electric Service

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader

AUTO ELECTRIC SERVICE, INC
8745 SW 129 TERRACE
MIAMI, FL. 33176
(305) 233-28888 FAX (305) 238-3301
EMAL AUTO_SVC@BELLSOUTH.NET

November 16, 2011

Village of Palmetto Bay
Department of Public Works
9495 SW 180th Street
Miami, Fl. 33157

Re: "Piggyback" Town of Cutler Bay

To Whom It May Concern:

Auto Electric Service authorizes the Village of Palmetto Bay to "Piggyback" from The Town of Cutler Bay request for proposal No. 09-03, titled "Vehicle Repair and Maintenance Services", dated Friday 10, 2009. Auto Electric Service will honor the Town of Cutler Bay contract pricing, terms and conditions for Village of Palmetto Bay vehicle repair and maintenance services. It will be a pleasure to do business with you.

If you have any questions please do not hesitate to contact me

Sincerely,



Oscar Garcia
President

VENDOR SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2011, between the Village of Palmetto Bay, Florida, a municipal corporation located at 9705 E Hibiscus Street, Palmetto Bay, FL 33157, and Auto Electric Service, Inc. as Vendor, whose address is 8745 SW 129 Terrace, Miami, FL 33176.

RECITALS:

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

WHEREAS, Vendor is amenable to providing services; and,

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

NOW THEREFORE, in consideration of the sum of **\$10.00**, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

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

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

____ Village
____ Vendor

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

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

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

6. The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the contractor to the Village.

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

8. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

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

And

Village: Eve Boutsis, counsel for Village
18001 Old Cutler Road, Suite 533

Palmetto Bay, Florida 33157-6416
(305)-235-9344

To Vendor: Auto Electric Service, Inc.
8745 SW 129 Terrace
Miami, FL 33176

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

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

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

13. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

14. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

15. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

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

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

17. The Village shall make payment to Vendor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

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

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

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

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

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

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

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

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

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

23. The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions. he right to access and examination of records in section shall continue until disposition of any mediation, claims, litigation or appeals.

25. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents

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

The Village of Palmetto Bay

Vendor

By: _____
Ron E. Williams,
Village Manager

By: _____
Oscar Garcia,
President

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader

VILLAGE ATTORNEY

By: _____
Eve A. Boutsis



To: Honorable Mayor and Village Council

Date December 5, 2011

From: Ron E. Williams, Village Manager

Re: EDEN Software FY2012
Licensing Renewal

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
EDEN SOFTWARE LICENSE RENEWAL; APPROVING SOFTWARE
LICENSE RENEWAL FEES IN THE AMOUNT OF \$73,241.49;
PROVIDING AN EFFECTIVE DATE.**

BACKGROUND AND ANALYSIS:

In 2009, the Village Council approved the implementation of the EDEN Enterprise Resource Planning (ERP) system. An ERP system centralizes information into one data base where by all users shares the same information, eliminating duplication of effort and improving quicker dissemination of uniform information.

The annual software licensing renewal covers personal support, patches, improvements and upgrades.

BUDGETARY IMPACT:

Funding for this has been appropriated.

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 EDEN SOFTWARE LICENSE RENEWAL; APPROVING SOFTWARE LICENSE RENEWAL FEES IN THE AMOUNT OF \$73,241.49; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay approved Resolution No. 09-09, authorizing purchase and implementation of Tyler EDEN software; and,

WHEREAS, Tyler provides support and upgrades for the EDEN software as part of the annual licensing agreement; and,

WHEREAS, the annual licensing renewal for FY 2011-2012 is \$73,241.49.

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

Section 1. The notice of EDEN software license renewal, in the total amount of \$73,241.49, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this _____ day of December 5, 2011.

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 Howard J. Tendrich _____

Council Member Joan Lindsay _____

Vice-Mayor Brian W. Pariser _____

Mayor Shelley Stanczyk. _____

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	28980	31/Oct/2011	1 of 5

To: Palmetto Bay, Village of
Village of Palmetto Bay
Attn: Accounts Payalbe
9705 E Hibiscus Street
Palmetto Bay, FL 33157
United States

Ship To: Palmetto Bay, Village of
Village of Palmetto Bay
Attn: Accounts Payalbe
9705 E Hibiscus Street
Palmetto Bay, FL 33157
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	5248	Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: PALMETTO BAY, VILLAGE OF							
22 Renewal: EDEGSTPK501 State Package Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,108.18	.00	1,108.18
23 Renewal: EDEGTOPS501 Tyler Output Processing Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,595.78	.00	1,595.78
24 Renewal: EDEGTRNG501 Employee Training Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	664.90	.00	664.90
7 Renewal: EDEGFICH501 LaserFiche interface Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	3 324.53	.00	3,324.53
8 Renewal: EDEGFINC501 Financials Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	2,194.19	.00	2,194.19
9 Renewal: EDEGFINC501 Financials Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,218.99	.00	1,218.99
25 Renewal: EDETCRSL501 Crystal Reports Site License Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,313.86	.00	1,313.86
26 Renewal: EDETMORT501 Map Objects Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	88.65	.00	88.65
27 Renewal: EDEWAPAY501 Accounts Payable Support Web	No	1	1	EA	1,135.89	.00	1,135.89

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	28980	31/Oct/2011	2 of 5

To: Palmetto Bay, Village of
Village of Palmetto Bay
Attn: Accounts Payalbe
9705 E Hibiscus Street
Palmetto Bay, FL 33157
United States

Ship To: Palmetto Bay, Village of
Village of Palmetto Bay
Attn: Accounts Payalbe
9705 E Hibiscus Street
Palmetto Bay, FL 33157
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	5248	Net 30	USD	MISC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months								
28	Renewal: EDEWAREC501 Accounts Receivable Support Web Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,385.23	.00	1,385.23
29	Renewal: EDEWATR501 Applicant Tracking Support Web Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	803.43	.00	803.43
30	Renewal: EDEWCURQ501 Customer Request Support Web Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,828.50	.00	1,828.50
31	Renewal: EDEWHRIS501 Human Resources Support Web Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,634.56	.00	1,634.56
32	Renewal: EDEWLICS501 Licensing Support Web Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,745.37	.00	1,745.37
33	Renewal: EDEWPERM501 Permits & Inspections Support Web Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	2,659.63	.00	2,659.63
34	Renewal: EDEGCODE501 Code Enforcement Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,153.57	.00	1,153.57
35	Renewal: EDEGPMMO501 Permits Mobile Devices Support Fee (4) Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,662.26	.00	1,662.26

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Company	Order No.	Date	Page
045	28980	31/Oct/2011	3 of 5

To: Palmetto Bay, Village of
Village of Palmetto Bay
Attr: Accounts Payalbe
9705 E Hibiscus Street
Palmetto Bay, FL 33157
United States

Ship To: Palmetto Bay, Village of
Village of Palmetto Bay
Attr: Accounts Payalbe
9705 E Hibiscus Street
Palmetto Bay, FL 33157
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	5248	Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
36 Renewal: EDEGFICH501 LaserFiche interface Support (Output Channel) Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	554.09	.00	554.09
37 Renewal: EDEGCASH501 Tyler Cashiering Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	3,906.63	.00	3,906.63
10 Renewal: EDEGFORM501 Forms Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	2,792.61	.00	2,792.61
11 Renewal: EDEGFXAS501 Fixed Assets Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	2,016.89	.00	2,016.89
12 Renewal: EDEGGAPG501 GL/AP/PG Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	5,230.60	.00	5,230.60
16 Renewal: EDEGPAYR501 Payroll Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	2,083.37	.00	2,083.37
17 Renewal: EDEGPERM501 Permits & Inspections Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	4,344.05	.00	4,344.05
18 Renewal: EDEGPOSB501 Position Budgeting Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	332.46	.00	332.46
19 Renewal: EDEGPROJ501 Project Accounting Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	3,413.19	.00	3,413.19

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	28980	31/Oct/2011	4 of 5

To: Palmetto Bay, Village of
Village of Palmetto Bay
Attn: Accounts Payalbe
9705 E Hibiscus Street
Palmetto Bay, FL 33157
United States

Ship To: Palmetto Bay, Village of
Village of Palmetto Bay
Attn: Accounts Payalbe
9705 E Hibiscus Street
Palmetto Bay, FL 33157
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	5248	Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
20 Renewal: EDEGREQU501 Requisitions Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,108.18	.00	1,108.18
21 Renewal: EDEGSITE501 Site License Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	8,865.41	.00	8,865.41
1 Renewal: EDEGABUD501 Advanced Budgeting Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	2,216.35	.00	2,216.35
2 Renewal: EDEGAREC501 Accounts Receivable Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	2,016.89	.00	2,016.89
3 Renewal: EDEGATRK501 Applicant Tracking Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	487.60	.00	487.60
4 Renewal: EDEGCMGT501 Contract Management Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,706.59	.00	1,706.59
5 Renewal: EDEGCURQ501 Customer Request Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,529.28	.00	1,529.28
6 Renewal: EDEGDDRV501 Data Dictionaries/Reports Views Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	1,108.18	.00	1,108.18
13 Renewal: EDEGHRIS501 Human Resources Support	No	1	1	EA	886.55	.00	886.55

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045	28980	31/Oct/2011	5 of 5

To: Palmetto Bay, Village of
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Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	5248	Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months							
14 Renewal: EDEGLICS501 Licensing Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	2,216.35	.00	2,216.35
15 Renewal: EDEGPARC501 Parcel Manager Support Maintenance Plan: ; Start: 01/01/2012, End: 12/31/2012; Term: 12 months	No	1	1	EA	908.70	.00	908.70

Does not include any applicable taxes

Order Total: 73,241.49

We would like to continue on the current maintenance plan

- Our Purchase Order is enclosed
- Our Purchase Order is _____
- Purchase Order is not required to be invoiced

AN INVOICE WILL BE SENT AFTER CONFIRMATION OF ORDER

Comments: