

RESOLUTION NO. 2015-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF \$4,049; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Lehtinen Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending November 30, 2014, in the amount of \$4,049; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

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

Section 2. Approval. The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of \$4,049, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this __ day of January, 2015.

Attest:

Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

1 _____
2 Dexter W. Lehtinen
3 Village Attorney
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6 FINAL VOTE AT ADOPTION:
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8 Council Member Karyn Cunningham _____
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10 Council Member Tim Schaffer _____
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12 Council Member Larissa Siegel Lara _____
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14 Vice-Mayor John DuBois _____
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16 Mayor Eugene Flinn _____
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Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

November 2014
Village of Palmetto Bay

Statement Period: November 2014
Client: Village of Palmetto Bay, Florida

Date Individual Subject Time

General Government

| | | | |
|-------|----|---|-----|
| 11/3 | DL | Meeting of Council of Village of Palmetto Bay; preparation For meeting; meeting with staff | 2.9 |
| 11/13 | DL | Review Village Charter and code regarding campaign Contributions by vendors to Village; discussion with vendor and staff regarding applicability to specific contributions | 1.6 |
| 11/20 | DL | Conference with Manager and Councilperson-elect Cunningham regarding Village procedures, municipal authority, sunshine law, and pending issues; subsequent meetings with staff on general matters | 4.3 |
| 11/25 | DL | Village of Palmetto Bay run-off election; confer with Supervisor of Elections (Village Clerk); meetings of Canvassing Board unofficial results | 3.1 |

Zoning

| | | | |
|------|----|---|-----|
| 11/4 | JC | Finalize review of documents relating to South Motors Easement; provide correspondence to Planning Director regarding same | 0.9 |
| 11/5 | JC | Telephone conversation with Loumiet regarding various Matters to finalize South Motors transaction; prepare correspondence with final documents; follow-up with Planning Director | 1.0 |

(continued)



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

November 2014/Village of Palmetto Bay
(continued – page two)

Zoning (continued)

| | | |
|----------|---|-----|
| 11/7 BF | Review easement regarding South Motors | 0.4 |
| 11/14 DL | Review state law regarding Comprehensive Development Master Plans (CDMPs) and requirements for Future Land Use Map (FLUM), including high hazard flood maps | 1.9 |
| 11/17 BF | Review easement and Council memo; conference call qirth Catalano and Delsalle | 0.5 |
| 11/17 JC | Various questions and issues relating to South Motors easement, purchase option, and other matters; telephone conference with Delsalle; mark-up drafts | 1.4 |

Litigation

| | | |
|----------|---|-----|
| 11/17 DL | Research and analyze issues relating to Petition for Writ of Certiorari (appeal) file by Hessen against Palmetto Bay regarding approval of government facility (fire station) | 2.7 |
|----------|---|-----|

Total Fees

| | |
|------------------------------------|---------|
| Monthly total hours..... | 20.7 |
| Total fees due (@ \$190/hour.....) | \$3,933 |

Reimbursable Expenses

| | |
|---|--------|
| WestLaw computer research charge (at cost)..... | \$ 116 |
| Total Reimbursable Expenses..... | \$ 116 |

Total amount due (fees and expenses).....\$4,049

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

RESOLUTION NO. _____

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4 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE**
5 **VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC**
6 **NOTICE; AMENDING RESOLUTION 2014-20, FURTHER DIRECTING**
7 **THE VILLAGE CLERK TO PROVIDE NOTICE TO ALL COUNCIL OF**
8 **ALL PUBLIC/SUNSHINE MEETING; PROVIDING AN EFFECTIVE**
9 **DATE. (Sponsored by Vice Mayor John DuBois.)**

10
11 **WHEREAS**, Resolution 2014-20 (passed March 3, 2014) directed the Clerk, as follows:

12
13 Upon being notified that one or more elected Village officials intend on attending
14 a Village board, commission or committee, or attend a non-Village sponsored
15 public meeting, the Village Clerk's Office shall prepare the appropriate notice and,
16 in addition to all other legally and/or sufficient notification requirements, shall
17 immediately upload the official notice to the Village's website in a location that is
18 conspicuous to all in order to insure maximum transparency and public
19 participation in meetings at which Village related issues may be discussed.

20
21 **WHEREAS**, the Village Clerk's Office has been complying with this policy; however, it
22 is the desire of the Village Council to not only direct the Village Clerk's office to notice and post
23 all public/Sunshine Meetings on the bulletin board and on the Village's website, but to also
24 individually inform each Council person of the meetings being conducted.

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

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29 **Section 1.** The following language replaces the previous language of the former
30 resolution (2014-20), expands upon it and is hereby substituted for it:

31
32 Upon being officially notified that one or more elected Village officials intend on
33 attending a Village board, commission or committee, or any other meeting requested
34 by a council member subject to the public notice requirements of the Florida
35 Sunshine Laws (F.S. Chapter 286) or any other Florida Statute that has jurisdictional
36 relevance, or attend a non-Village sponsored public meeting, the Village Clerk's
37 Office shall prepare the appropriate notice and, in addition to all other legally and/or
38 sufficient notification requirements, shall immediately upload the official notice to
39 the Village's website in a location that is conspicuous to all in order to insure
40 maximum transparency and public participation in meetings at which Village related
41 issues may be discussed. In addition, the Village Clerk's office, upon receiving
42 official notification of an aforementioned public/Sunshine meeting, is directed to
43 send individual emails to each Council member, informing them of any pending
44 meeting.

1 **Section 2.** This resolution shall take effect immediately upon adoption.

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3 PASSED AND ADOPTED this _____ day of January, 2015.

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Attest: _____

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Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

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Dexter W. Lehtinen
Village Attorney

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FINAL VOTE AT ADOPTION:

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Council Member Karyn Cunningham _____

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Council Member Tim Schaffer _____

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Council Member Larissa Siegel Lara _____

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Vice-Mayor John DuBois _____

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Mayor Eugene Flinn _____



To: Honorable Mayor and Village Council

Date: December 29, 2014

From: Ron E. Williams, Village Manager

Re: Submittal of Application to the
FY2015 Edward Byrne Memorial
Grant for \$4,666

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT UNDER THE FY 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR \$4,666 FOR RESISTING AGGRESSION DEFENSIVELY (RADKIDS) PERSONAL EMPOWERMENT AND SAFETY EDUCATION PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE GRANT APPLICATION AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay was recently notified of its eligibility to apply for up to \$4,666.00 of grant funding assistance from the Florida Department of Law Enforcement (FDLE) under the FY 2015 Edward Byrne Memorial Justice Assistance Grant Program, also known as Florida JAG County-wide. The Palmetto Bay Policing Unit takes a proactive approach in its methodology to address the concern of child abduction. In an effort to raise awareness the program offered in Palmetto Bay which addresses the above concern, is the Resisting Aggression Defensively (radKIDS) Personal Empowerment and Safety Education Program. The program is offered in the aftercare program at each of the elementary schools, officers assigned to the program as instructors will be on an overtime basis. Therefore, the policing unit is seeking funding to support overtime hours for officers conducting the program classes. The funds from this grant will enable the Palmetto Bay Policing unit to conduct approximately three additional radKIDS classes and the purchase of instructor shirts and radKIDS rules and logo banner. FDLE requires an adopted Council resolution to be transmitted along with the grant application, authorizing the grant application.

FISCAL/BUDGETARY IMPACT:

The total project cost is currently estimated to be \$4,666.00, which is 100% of total eligible grant amount. All costs will be covered through grant funds.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. 2014-

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT UNDER THE FY 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR \$4,666 FOR RESISTING AGGRESSION DEFENSIVELY (RADKIDS) PERSONAL EMPOWERMENT AND SAFETY EDUCATION PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE GRANT APPLICATION AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay was recently notified of its eligibility to apply for up to \$4,666.00 of grant funding assistance from the Florida Department of Law Enforcement (FDLE) under the FY 2015 Edward Byrne Memorial Justice Assistance Grant Program, also known as Florida JAG County-wide; and

WHEREAS, In an effort to raise awareness, the program offered in Palmetto Bay, which addresses the concern of child abduction, is the Resisting Aggression Defensively (radKIDS) Personal Empowerment and Safety Education Program; and

WHEREAS the policing unit is seeking funding to support overtime hours for officers conducting the program classes; and

WHEREAS, The funds from this grant will enable the Palmetto Bay Policing unit to conduct approximately three additional radKIDS classes and the purchase of instructor shirts and radKIDS rules and logo banner; and

WHEREAS, FDLE requires an adopted Council resolution to be transmitted along with the grant application, authorizing the grant application; 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 submit the FY 2015 Edward Byrne Memorial Justice Assistance Grant Application to the Florida Department of Law Enforcement, and execute the grant application and other related documents, attached hereto, on behalf of the Village of Palmetto Bay.

Section 2. This resolution shall be effective upon passage.

PASSED AND ADOPTED this ____ day of January, 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Village Of Palmetto Bay

County: Dade

Chief Official

Name: Eugene Flinn

Title: Mayor

Address: 9705 East Hibiscus Street

City: Palmetto Bay

State: FL **Zip:** 33157-5606

Phone: 305-259-1234 **Ext:**

Fax:

Email: eflinnpalmettobay-fl.gov

Chief Financial Officer

Name: Desmond Chin

Title: Finance Director

Address: 9705 Hibiscus Street

City: Palmetto Bay

State: FL **Zip:** 33157

Phone: 305-259-1234 **Ext:**

Fax:

Email: dchin@palmettobay-fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section #1 Administration

Implementing Agency

Organization Name: Village Of Palmetto Bay

County: Dade

Chief Official

Name: Eugene Flinn

Title: Mayor

Address: 9705 East Hibiscus Street

City: Palmetto Bay

State: FL **Zip:** 33157-5606

Phone: 305-259-1234 **Ext:**

Fax:

Email: eflinn@palmettobay-fl.gov

Project Director

Name: Kristy Bada

Title: Grant Manager/Procurement Specialist

Address: 9705 East Hibiscus Street

City: Palmetto Bay

State: FL **Zip:** 33157-5606

Phone: 305-259-1266 **Ext:**

Fax:

Email: KBada@palmettobay-fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: SRO - RADKIDS PROJECT-PALMETTO BAY
Subgrant Recipient: Village Of Palmetto Bay
Implementing Agency: Village Of Palmetto Bay
Project Start Date: 10/1/2014 **End Date:** 9/30/2015

Problem Identification

The problem identified and to be addressed by this grant is primarily child abduction. 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, 535,285 were recovered or found immediately, 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. According to a 1997 study, Case Management for Missing Children Homicide Investigation, the murder of an abducted child is a rare event; an estimated 100 such incidents occur in the United States each year. However, the study further found that 76.2 percent of abducted children who are murdered are dead within three hours of the abduction.

This problem is significant because all citizens are affected when a child becomes lost or is abducted. In the case of abduction, not only do the parents and family members of the child become affected and blame themselves for what has happened, the child has to cope with what has happened to them, without having the support system of a family. These types of crimes do not just end when the child is found safe. In unfortunate circumstances when the child is never seen alive again, the lasting effects can traumatize a family and a community for years to come. Names like Adam Walsh, Jimmy Rice, and Jessica Lunsford, have unfortunately become topics of conversation when a child is reported missing. Laws and foundations have been created to honor and remember these children and their families.

In the paragraph above it indicates that an estimated 100 children out of 797,500 are abducted by strangers each year. That number seems very small in comparison, unless your child is one of the 100.

Project Summary (Scope of Work)

The program offered in Palmetto Bay to address the above concern of child abduction is the Resisting Aggression Defensively (radKIDS) Personal Empowerment and Safety Education Program. The radKIDS program consists of classes being taught to two different age groups, 5-7 year olds, and 8-12 year olds. Some of the topics discussed during the daily classes include; strangers and the tricks they might use to trick a child, gun safety, water safety, home safety, how and when to dial 911 and good touch bad touch, just to name a few. Several self-defense and distraction techniques will be taught to each of the students. These techniques include; blocks, strikes to the eyes, nose and private parts and kicks to the knees, shins and private parts. Each student will then demonstrate these techniques on either a blocking pad or "Danny" the punching dummy. To complete the course, each age group will receive 5 classes, each lasting approximately 90 minutes.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

The classes will be taught in the aftercare program at each of the three public elementary schools in the Village of Palmetto Bay. At the end of the classes the 5-7 and 8-12 age groups will participate in simulation exercises, which require each child to wear protective gear (helmet, gloves, and knee and elbow pads). It also requires the instructor to wear a full protective, simulation suit, which protects him from head to toe. The simulation part of the class will have each student put to practice the skills they learned during their initial four 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 students will use loud verbal commands (i.e., NO, STOP, GET BACK YOU'RE NOT MY MOM/DAD) while demonstrating the techniques. This will be the fourth year that this program is being offered and to date over five hundred students have graduated from the program.

Being that the program is offered in the aftercare program at each of the elementary schools, officers assigned to the program as instructors will be on an overtime basis. Each class is a total of ten hours and there is a requirement to have a minimum of two instructors per class for a total of twenty hours per class. Palmetto Bay plans to utilize its FY2015 Byrne JAG allocation to support overtime hours for officers conducting the radKIDS classes. The funds from this grant will enable the Palmetto Bay Policing unit to conduct approximately three additional radKIDS classes and purchase approximately ten Instructor shirts. The Instructor shirts designate who is teaching the class (on some occasions volunteers have been in the class assisting) the instructor shirt is imprinted with the radKIDS logo and website and also clearly identifies the wearer is an instructor.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Question: Do the Subrecipient and Implementing agencies understand that this is a cost-reimbursement agreement for satisfactory performance of eligible activities? Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement.

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: A - Accomplishments: Includes any accomplishments during the reporting period.

Activity Description

Activity: Children's Safety Program
Target Group: Children
Geographic Area: Urban
Location Type: City-Wide

Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

Goal: Palmetto Bay plans to utilize its FY2015 Byrne JAG allocation to support the required overtime hours for the officers conducting the radKIDS classes. The funds from this grant will enable the Palmetto Bay Policing unit to conduct approximately three additional radKIDS classes and purchase instructor shirts.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1

Will you be using the crimesolutions.gov website?

Goal: No

Objective: A3 - Report on subgrants from grantees other than FDLE

Measure: Part 2

If yes, enter grantee organization or agency name.

Goal: N/A

Measure: Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not consider awards that you receive directly from USDOJ.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Goal: No

State Purpose Area: D - Personnel: Includes activities where individuals are hired, maintained, or paid overtime.

Activity Description

Activity: Personnel
Target Group: Personnel
Geographic Area: Urban
Location Type: City-Wide

Objectives and Measures

Objective: D1 - Report on JAG funding allocated for personnel

Measure: Part 1

How much JAG funding has been allocated for personnel? Please report in dollars (\$).

Goal: \$4,225

Objective: D2 - Maintain personnel with JAG funds

Measure: Part 1

How many personnel will you maintain with JAG funds? Maintained personnel means any staff members who were already working with the law enforcement organization, but who are now being paid partially or fully with BJA JAG grant funds. Only report each individual as maintained once for the life of the award.

Goal: 0

Objective: D3 - Hire new personnel with JAG funds

Measure: Part 1

How many new personnel will be hired with JAG funds? Hired personnel means any new individuals who do not work for the law enforcement organization but who will be selected for employment during the reporting period. Only report each new hire once for the life of the award.

Goal: 0

Measure: Part 2

What types of positions will be filled for new personnel hired? In your response, please list all that apply from the following choices:
Administrative Staff,
Civilian Personnel,
Correctional Officers and Jailers,

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Counselors,
Court Staff,
Crime Analyst,
Evaluator,
Law Enforcement Officers,
Legal Staff (defense attorneys, prosecutors, indigent defense),
Medical/Clinical Staff,
Non-sworn Law Enforcement Personnel,
Program Managers,
Trainers and Technical Assistance Specialist,
Other. If none of the above fits, state "other" and specify.

Goal: N/A

Objective: D4 - Pay overtime hours with JAG funds

Measure: Part 1

How many overtime hours will be paid for with JAG funds? Overtime hours are those that non-exempt employees work beyond normal working hours (usually 40) during a workweek.

Goal: 46

State Purpose Area: LE - Law Enforcement Programs: Includes activities where individuals are served, directly or indirectly. Programs may include one-time events, services, or events and services that occur on a continuous basis.

Activity Description

Activity: Law Enforcement Programs
Target Group: Law Enforcement Programs
Geographic Area: Urban
Location Type: City-Wide

Objectives and Measures

Objective: LE1 - Report on JAG funding allocated for implementing law enforcement programs

Measure: Part 1

How much JAG funding has been allocated for implementing law enforcement programs? Please report in dollars (\$).

Goal: \$4,666

Objective: LE2 - Implement, expand, or sustain law enforcement programs

Measure: Part 1

Please briefly describe the law enforcement program that you will be

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

implementing, expanding, and sustaining. Include a brief explanation of what the program's purpose and goal are, how the program will be implemented, and by whom.

Goal: Palmetto Bay plans to utilize its FY2015 Byrne JAG allocation to support the required overtime hours for the officers conducting the radKIDS classes. The funds from this grant will enable the Palmetto Bay Policing unit to conduct approximately three additional radKIDS classes and purchase nine instructor shirts.

Measure: Part 2

Please indicate the number of NEW programs you will implement, expand, or sustain. A program is a set of actions to accomplish a specific purpose. An example of a program may be when a law enforcement officer gives anti-drug talks to students monthly at community schools.

Goal: 1

Measure: Part 3

What type of program will you implement, expand or sustain? In your response, please list all that apply from the following choices: Alcohol/Tobacco Enforcement, Broken Windows, Child Abuse Investigation, Community Policing, Crime Prevention, Domestic Violence Enforcement, Drug Prevention, Equipment, Evidence-based Policing, Gang Abatement, Gang Enforcement, Gang Resistance, Impact Teams, School Resource Officer and Crisis Intervention Training, Sexual Offender/Predator Tracking, Traffic Enforcement, Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

Goal: Community Policing, Crime Prevention, School Resource Officer and Crisis Intervention Training

Objective: LE3 - Report on the target population of your program

Measure: Part 1

Who is the target population for the programs you will implement, expand, or sustain? Example: If this is a general population program, is it focused on teens, or is it a faith-based group?

Goal: School age children ranging from ages 5-12.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Objective: LE4 - Hold events

Measure: Part 1

What types of events will be held? Examples include safe street operations, CeaseFire campaign, crime publicity campaigns, bulletins about top-10 criminals, gun buybacks, and call-ins. In your response, please list all that apply from the following choices:

Community Outreach Events,

Educational Events,

Media Campaign (television, radio, billboards, pamphlets, posters),

Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

Goal: Educational Events

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 050541068

Budget:

| Budget Category | Federal | Match | Total |
|--------------------------|-------------------|---------------|-------------------|
| Salaries and Benefits | \$0.00 | \$0.00 | \$0.00 |
| Contractual Services | \$4,225.00 | \$0.00 | \$4,225.00 |
| Expenses | \$441.00 | \$0.00 | \$441.00 |
| Operating Capital Outlay | \$0.00 | \$0.00 | \$0.00 |
| Indirect Costs | \$0.00 | \$0.00 | \$0.00 |
| -- Totals -- | \$4,666.00 | \$0.00 | \$4,666.00 |
| Percentage | 100.0 | 0.0 | 100.0 |

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4 Financial (cont.)

Budget Narrative:

Contractual Services Total \$4,225

Salaries and Benefits Total \$4,225

SRO Officer x approx. 65 hrs. @ \$65/hr. for overtime. Benefits include: FICA, MICA & Retirement
\$4,225

Expense Total \$441

Approximately Ten (10) Instructor Shirts \$191

RadKIDS Rules & Logo Banner \$250

Grant Award \$4,666

Services provided are based on a contractual agreement between Miami-Dade County Police Department and the Village of Palmetto Bay. The Village of Palmetto Bay shall be responsible for any cost overruns in excess of \$4,666.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: Yes

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: Yes

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.



**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

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Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 19 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?Program_ID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

- Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/
- Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
- Code of Federal Regulations: www.gpo.gov/fdsys/
 - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
- Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
www.bja.gov/ProgramDetails.aspx?Program_ID=59.
- United States Code: www.gpo.gov/fdsys/
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
- State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:<http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>
- State of Florida Statutes 215.971 (Agreements funded with federal or state assistance) and 215.985 (Transparency in government spending)

2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (www.ojp.usdoj.gov/financialguide/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations.

3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 19, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management ON-line)
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

6. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

7. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant recipient's

project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

13. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

16. Patents

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- c. Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

17. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at

www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. _____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

18. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

19. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

20. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

21. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

22. Grant Adjustments

- a. Subgrant recipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.

- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.

23. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

24. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

25. Access to Records

- a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

26. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dhis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.
- b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
 - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
 - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
 - (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
 - (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or online at info@fdle.state.fl.us. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.
- k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- l. Americans with Disabilities Act
Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- m. Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G)
If the subgrant recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
 - (2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.
 - (3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.
- n. Limited English Proficiency (LEP)
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in

providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

- o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54)
If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
 - (2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
 - (3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- p. Equal Treatment for Faith Based Organizations
The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subgrantee also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

34. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

35. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact FDLE OCJG.

- (1) New construction
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.
 - c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

36. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subgrant recipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant

recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

43. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

44. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

45. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

46. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

47. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

48. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all

constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

49. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

50. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

51. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

52. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

53. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

54. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

55. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

56. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

57. Additional Required Certifications

Employees Working Solely on a Single Federal Award

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

Sole Source

If the project requires a purchase of services or equipment from a sole source, the subgrant recipient must complete the Sole Source Justification for Services and Equipment Form. This form must be submitted upon application if applicable and pre-approval must be obtained. If the cost is below \$100,000, the form must be kept on file for review at monitoring. If the subgrantee is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

ADP Justification

The subgrant recipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained.

Confidential Funds Certificate

For all projects involved with confidential funds the subgrant recipient must submit a confidential funds certificate. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Chapter 8 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable.

Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

58. Timesheets

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

59. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

60. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

61. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well

as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

62. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

63. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

64. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

65. System for Award Management (SAM)

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

66. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oqa/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

67. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/s1001062.pdf>

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

68. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

69. Ballistic-Resistant and Stab Resistant Body Armor

Subgrant recipients that wish to purchase armor with JAG funds must **certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

70. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

71. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://oip.gov/financialguide/PostawardRequirements/chapter15page1.htm>

72. Environmental Requirements and Energy

For subgrants in excess of \$100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.

1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

73. Other Federal Funds

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

74. Monitoring

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

75. Unmanned Aerial Vehicles

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: _____

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

CERTIFICATION AS TO BULLETPROOF VEST PURCHASE REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Certification as to Bulletproof Vest Purchase Requirements

On behalf of the implementing agency, I certify the following:

I have personally read and reviewed the section of the JAG Instructions related to bulletproof vest purchases. I certify that our agency currently has a written "mandatory wear" policy in effect.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants passed through FDLE, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, the Department of Justice's Office of the Inspector General, and/or FDLE.

I have authority to make this certification on behalf of the implementing agency.

Signature of Implementing Agency Chief Official

Date

Ron E. Williams

Typed Name of Implementing Agency Chief Official

Village Manager

Title of Implementing Agency Chief Official

Village of Palmetto Bay

Name Implementing Agency

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program**

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here If there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 406177.

Check here If the State has elected to complete OJP Form 406177.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Village of Palmetto Bay ; 9705 E Hibiscus Street, Palmetto Bay, FL 33157

1. Grantee Name and Address: _____

2. Project Name: SRO - RADKIDS PROJECT - PALMETTO BAY

3. Typed Name and Title of Authorized Representative: Ron E. Williams, Village Manager

4. Signature: _____ 5. Date: _____

CONFIDENTIAL FUNDS CERTIFICATION

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Certification Regarding Confidential Funds

A signed certification that the project director has read, understands, and agrees to abide by the provisions in Chapter 8 of the Office of Justice Programs' (OJP) Financial Guide is required from all projects that involve confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of the grant application.

| | | | |
|---|--|--|--|
| (To Be Completed by OCJG) | | Project Title: | |
| Project Number: | | SRO - RADKIDS PROJECT - PALMETTO BAY | |
| Name of Subgrantee: Village of Palmetto Bay | | | |
| Name of Implementing Agency: Village of Palmetto Bay Address: 9705 E Hibiscus Street; Palmetto Bay, FL 33157 | | | |
| Name of Implementing Agency Authorized Official: Ron E. Williams | | Telephone Number: 305-259-1234 | |
| This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide for grants. | | | |
| Date | | Signature, Implementing Agency Authorized Official | |
| DEFINITIONS FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS | | | |
| 1. Purchase of Services (P/S). This category includes travel or transportation of a non-federal officer or an informant; the lease of an apartment, business front, automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits. | | | |
| 2. Purchase of Evidence (P/E). This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime. | | | |
| 3. Purchase of Specific Information (P/I). This category includes the payment of monies to an informant for specific information. Other informant expenses classified under P/S may be charged accordingly. | | | |

**SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Name of Subgrant Recipient: Village of Palmetto Bay

Authorized Official for Subgrant Recipient or Implementing Agency

Typed Name of Authorized Official: Ron E. Williams

Typed Title: Village Manager

Signature:

Telephone Number (305) 259-1234

Date:

1. Briefly describe the proposed contractual services and/or equipment and how it relates to your program.
2. Explain your reasons for proposing to contract with, or purchase from, a non-competitive sole source. Address the expertise of the contractor, management, responsiveness, program knowledge and experience of contract personnel. Also provide the results of a market survey to determine competition availability or address why a market survey was not conducted.
3. Indicate the contract period and explain the potential impact on contract deliverables if due dates are not met. Relate this information to the approval period for your grant award. Estimate the time and cost to hire a competent replacement should the current contractor default.
4. Describe what is unique about the project and the proposed sole source contractor that would warrant a sole source contract.
5. Explain any other points you believe should be covered to support your request for a sole source contract.
6. Make a declaration that the action to be taken is in the "best interest" of the subgrant recipient and the implementing agency.
7. Address the Conflict of Interest Review (i.e. proposed contractor is not excluded or debarred and was not involved in development of the procurement)

NOTE:

- *If sole source procurement of contractual services and/or equipment is \$100,000 or more, justification for sole source procurement must be submitted to the Department of Law Enforcement for approval.*
- *All the foregoing components must be addressed. Start on the next page and use continuation pages as necessary.*
- *If the sole source procurement is less than \$100,000, the applicant should complete this form and maintain it in the program files available for monitoring and for audit.*

**SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST
FOR APPROVAL FORM**

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program**

(Continuation Page ____.)

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Name of Subgrant Recipient: Village of Palmetto Bay

Authorized Official for Subgrant Recipient or Implementing Agency

Typed Name of Authorized Official: Ron E. Williams

Typed Title: Village Manager

Signature:

Telephone Number: (305) 259-1234

Date:

By signature above, the subgrantee is certifying intention to comply with the General Guidelines, Section I, and is requesting approval of proposed activity through response to Required Information, Section II.

Section I: General Guidelines for Subgrantees:

1. The application for procurement of ADP equipment and software shall be written in a manner consistent with maximum open and free competition in the procurement of hardware, software and related services.
2. Criminal justice information and communication systems shall be designed and programmed to maximize the use of standard and readily available computer equipment and programs. Subgrantees should utilize the past experience of other agencies which have successfully implemented such systems. A detailed requirements analysis should be performed and a search for existing software that could meet the identified requirements should be made before new software is developed. If new software is developed, it shall be designed and documented so that other criminal justice agencies will be able to use it with minor modifications and at minimum cost.
3. Subgrantees shall request approval prior to arranging for patent of computer software and programs. Federal requirements governing copyright apply in all cases. The U. S. Department of Justice reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes the copyright in any work developed under a subaward and any rights of copyright to which a subgrantee purchases ownership with grant support.

NOTE:

If the total purchase or lease price exceeds \$100,000, justification must be submitted to FDLE on these forms for approval. If the purchase or lease is less than \$100,000, the applicant may provide justification in the application itself.

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST
FOR APPROVAL FORM**

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

Section II: Required Information:

1. A description of the ADP hardware and/or software you plan to purchase, including:
 - a. Number of units and projected cost of each.
 - b. Equipment specifications including disk drive storage space, amount of random access memory, microprocessor size and speed, and any other pertinent system specifications. If a network is purchased, specify the type of file server, hub/routers, network cards, network wiring and installation costs. If a printer is purchased, indicate the type of printer.
 - c. Software specifications including name and version (ex. Microsoft Word for Windows® 6.0) and the number of licenses to be acquired.
 - d. A brief description of how the proposed equipment and/or software will be used to further grant objectives.
2. Certify that ADP hardware and software procurement complies with existing federal, state, and local laws and regulations.
3. If ADP hardware will be purchased, describe the results of your lease/purchase analysis and explain the advantage of purchase over lease.
4. If ADP software will be developed, explain why already produced and available software will not meet the needs of this subgrant.
5. If your purchase of ADP hardware, software or combination thereof will be from a sole source and is \$100,000 or more, complete a Sole Source Justification Form and attach it.

**Automated Data Processing (ADP) Equipment and Software
And
Criminal Justice Information and Communication Systems
Request for Approval Form
(Continuation Page ____ .)**



To: Honorable Mayor and Village Council

Date: December 29, 2014

From: Ron E. Williams, Village Manager

Re: Drain Cleaning Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000028 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 \$23,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

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

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

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

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

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

EnviroWaste Services Group, Inc. and the Village of Palmetto Bay entered into an agreement for drain cleaning services on the 26th day of February, 2014 utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Virginia Gardens. EnviroWaste Services Group, Inc. has agreed to continue providing the Village with the necessary services and resources for ongoing drain cleaning services in FY 14-15 in accordance with the terms and conditions detailed in contract No. 000028 as attached. The Administration is requesting authorization to continue to “piggy back” onto the attached existing agreement between the Village of Virginia Gardens and EnviroWaste Services Group, Inc. to provide the necessary services and resources to the Village for storm drain cleaning utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Virginia Gardens.

FISCAL/BUDGETARY IMPACT:

The Village budget this item under “Special Revenue Fund-Stormwater Utility Fund” in an amount not to exceed \$23,000 in Fiscal Year 2014-2015.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. 2015-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000028 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 \$23,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, EnviroWaste Services Group, Inc. has provided the Village of Palmetto Bay with drain cleaning services for five (5) consecutive years; and

WHEREAS, Resolution No. 2013-88 approved by Village Council of the Village of Palmetto Bay authorized the Village administration to “piggy back” onto the existing Village of Virginia Gardens Storm Drainage Cleaning Services contract executed by the Village of Virginia Gardens, on October 15, 2013, and terminating on October 15, 2018 as approved by Village Council of Virginia Gardens on October 17, 2013; and

WHEREAS, EnviroWaste Services Group, Inc. and the Village of Palmetto Bay entered into an agreement for drain cleaning services on February 26, 2014 utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Virginia Gardens; and

WHEREAS, EnviroWaste Services Group, Inc. has agreed to continue providing the Village with the necessary services and resources for ongoing drain cleaning services in FY 14-15 in accordance with the terms and conditions detailed in contract No. 000028; 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 Village-wide storm drain cleaning for Fiscal Year 2014-2015 in an amount not to exceed \$23,000.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of January 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

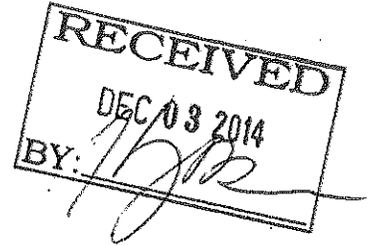
Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____



November 25th, 2014

Eduardo Barba
EnviroWaste Services Group, Inc.
4 SE 1ST Street
Miami, FL 33131



Re: Contract with Envirowaste Services Group, Inc. for Drain Cleaning Services

Dear Mr. Barba,

On December 9th, 2013, Village of Palmetto Bay Council approved Resolution No. 2013-88, relating to Drain Cleaning Services for the Village of Palmetto Bay for Fiscal Year 2013-2014.

At this time, the Village of Palmetto Bay would like to continue to "piggy-back" onto the existing Village of Virginia Gardens Storm Drainage Cleaning Services contract executed by the Village of Virginia Gardens, on October 15th, 2013, and terminating on October 15th, 2018 as approved by the Village of Virginia Gardens on October 17th, 2013. Envirowaste Services Group, Inc. shall agree to provide the necessary services and resources to the Village of Palmetto Bay utilizing the same pricing, terms and conditions set forth in the agreement with the Village of Virginia Gardens. Once accepted by your company, the item will be presented to Village Council at the January 5th, 2015, Council Meeting. Contingent upon Council approval, the continuation term of the subject contract will be through the remainder of Fiscal Year 2014-2015, ending September 30th, 2015.

Please indicate your company's concurrence of this contract continuance option by executing the attached and return to Kristy Bada, Procurement Specialist in the enclosed self-addressed envelope. Should you need further information, please feel free to contact our office at (305) 259-1266.

Envirowaste Services Group, Inc.

A handwritten signature in black ink, appearing to be "Eduardo Barba".

Approved
Eduardo Barba
President

Disapproved
Eduardo Barba
President

Sincerely,

A handwritten signature in black ink, appearing to be "Kristy Bada".
Kristy Bada, Procurement Specialist

Cc: Corrice E. Patterson, Public Works Director

COPY

VENDOR SERVICES AGREEMENT

This Agreement is entered into this 26th day of February, 2014, between the Village of Palmetto Bay, Florida, a municipal corporation located at 9705 E Hibiscus Street, Palmetto Bay, FL 33157, and EnviroWaste Services Group, Inc. as Vendor, whose address is 4 SE 1 Street, Miami, FL 33131.

RECITALS:

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

WHEREAS, Vendor is amenable to providing services; and,

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

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

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

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

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

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

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

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

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

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

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

And

To Vendor: EnviroWaste Services Group, Inc.
4 SE 1 Street, Second Floor
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: 
Eduardo Barba,
President

ATTEST:

VILLAGE CLERK

By: 
Meighan J. Alexander

VILLAGE ATTORNEY

By: 
Print Name: John R. Helson

RESOLUTION NO. 2013-88

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

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

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

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

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

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

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

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

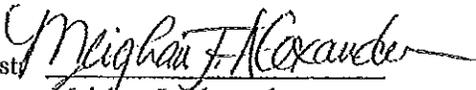
WHEREAS, EnviroWaste Services Group, Inc. has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Virginia Gardens; and

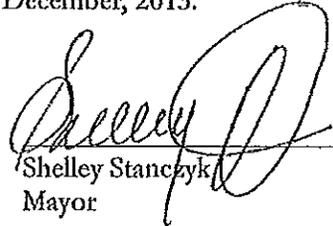
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

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

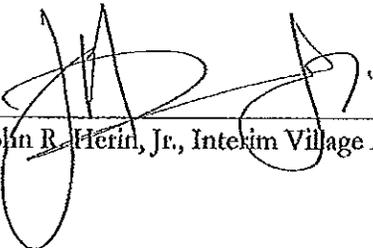
Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 9th day of December, 2013.

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


John R. Herin, Jr., Intekim Village Attorney

FINAL VOTE AT ADOPTION:

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



To: Honorable Mayor and Village Council

Date: December 29, 2014

From: Ron E. Williams, Village Manager

Re: Village Fleet Repair and
Maintenance

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000031 FLEET VEHICLE REPAIR AND MAINTENANCE; AUTHORIZING AUTO ELECTRIC SERVICES, INC., TO CONTINUE PROVIDING FLEET VEHICLE REPAIR AND MAINTENANCE SERVICES; AUTHORIZING AUTO ELECTRIC SERVICES, INC., TO PROVIDE VEHICLE MAINTENANCE AND REPAIR SERVICES; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$7,000; 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 fourteen (14) vehicles. 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 Village staff to effectively perform job assignments.

The Village desires to continue outsourcing the repair and maintenance of the Village fleet of vehicles. A contractor responsible for repairs and maintenance of the Village fleet is essential. At this time, twelve (12) of the fourteen (14) trucks are no longer covered under the manufacturer's 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.

A competitive bid process was followed for vehicle repair and maintenance services with the issuance of Invitation to Bid No. 1314-11-004. The bid was advertised in the Miami Daily Business Review on February 6, 2014. Bids for fleet repair and maintenance services were received, opened and read aloud at a public meeting on February 25, 2014 with two (2) contractors submitting a bid. Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience and references. After a thorough analysis of the responses, the Village Administration recommends that Auto Electric Service, Inc. was the lowest, most inclusive and responsive bid.

The Department of Public Works recommended and the Village Council agreed that it was in the best interest of the Village to establish a contract with Auto Electric Service Inc., which submitted the lowest, most inclusive and responsive bid to provide the requested repair and maintenance services in accordance with Invitation to Bid No. 1314-11-004. Auto Electric Service, Inc. was contracted per Resolution No. 2014-32 dated April 7th, 2014 to provide repair and maintenance services for the Village of Palmetto Bay fleet of vehicles on an as needed basis for a period of three (3) years with the option to renew for an additional two (2), one (1) year (12 months) term in accordance with contract No. 000031 as attached. Auto Electric Service, Inc. has agreed to continue providing the Village with vehicle repair and maintenance services on an as needed basis in FY 14-15 in accordance with the terms and conditions detailed in contract No. 000031.

The Administration is requesting authorization from the Village Council to continue the existing contract with Auto Electric Service, Inc. entered into on April 7, 2014 by and between the Village of Palmetto Bay and Auto Electric Service Inc. in FY 2014-15 to furnish all labor, and materials required to properly maintain the Village of Palmetto Bay fleet of vehicles.

FISCAL/BUDGETARY IMPACT:

Funding in the amount of \$7,000 is available and budgeted for this item under "Public Works – Vehicle Repair and Maintenance" in an amount not to exceed \$3,000.00, and "General Fund – Vehicle Repair and Maintenance" in an amount not to exceed \$4,000.00 during Fiscal Year 2014-2015.

RECOMMENDATION:

Approval is recommended

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000031 FLEET VEHICLE REPAIR AND MAINTENANCE; AUTHORIZING AUTO ELECTRIC SERVICES, INC., TO CONTINUE PROVIDING FLEET VEHICLE REPAIR AND MAINTENANCE SERVICES; AUTHORIZING AUTO ELECTRIC SERVICES, INC., TO PROVIDE VEHICLE MAINTENANCE AND REPAIR SERVICES; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$7,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is responsible for all repairs and maintenance of the fourteen (14) 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 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, a competitive bid process was followed for Fleet Vehicle Repair and Maintenance services with the issuance of Invitation to Bid (ITB) No. 1314-11-004; and,

WHEREAS, Auto Electric Service, Inc. was contracted per Resolution No. 2014-32 dated April 7, 2014 to provide repair and maintenance services for the Village of Palmetto Bay fleet of vehicles on an as needed basis for a period of three (3) years with the option to renew for an additional two (2), one (1) year (12 months) term in accordance with contract No. 000031; and,

WHEREAS, in FY 2014-2015 the Department anticipates expending \$7,000 for repair and maintenance services described in the bid scope of services on an as needed basis; and

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village to continue the contract with Auto Electric Service, Inc., which submitted the lowest, most inclusive and responsive bid to provide vehicle repair and maintenance services on an as needed basis in accordance with Invitation to Bid (ITB) No. 1314-11-004; and

WHEREAS, Auto Electric Service, Inc. has agreed to continue providing the Village with vehicle repair and maintenance services on an as needed basis in FY 2014-15 in accordance with the terms and conditions detailed in Contract No.000031; 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 fleet vehicle repair and maintenance services for the Village of Palmetto Bay in an amount not to exceed \$7,000.

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

PASSED and ADOPTED this ____ day of January 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

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RESOLUTION NO. 2014-32

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INVITATION TO BID 1314-11-004 FLEET VEHICLE REPAIR AND MAINTENANCE SERVICES; APPROVING THE SELECTION OF AUTO ELECTRIC SERVICE, INC., AS THE MOST RESPONSIVE BIDDER TO PROVIDE VEHICLE MAINTENANCE AND REPAIR SERVICES; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$7,500; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is responsible for all repairs and maintenance of the fourteen (14) 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 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, a competitive bid process was followed for Fleet Vehicle Repair and Maintenance services with the issuance of Invitation to Bid (ITB) No. 1314-11-004; and,

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

WHEREAS, pursuant to ITB No. 1314-11-004 competitive selection process and after a thorough analysis of the responses received by the Village, the Administration recommends Auto Electric Service, Inc. the lowest most responsive and responsible bidder to provide vehicle repair and maintenance service on an as needed basis; and,

WHEREAS, the Village of Palmetto Bay Council approves of the selection of Auto Electric Service, Inc. to provide repair and maintenance services for the Village of Palmetto Bay fleet of vehicles will be for a period of three (3) years with the option to renew for an additional two (2), one (1) year terms; and,

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

Section 1: The Village Manager is authorized to enter into an agreement with Auto Electric Service, Inc. regarding fleet vehicle repair and maintenance services for the Village of Palmetto Bay in an amount not to exceed \$7,500.

1 **Section 2:** This resolution shall take effect immediately upon approval.
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4 **PASSED** and **ADOPTED** this 7th day of April 2014.
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7
8 Attest: 
9 Meghan J. Alexander
10 Village Clerk
11


Shelley Stanczyk
Mayor

12
13 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
14 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
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16 
17
18 Dexter Lehtinen
19 Village Attorney
20
21
22

23 **FINAL VOTE AT ADOPTION:**

24
25 Council Member Patrick Fiore YES
26
27 Council Member Tim Schaffer YES
28
29 Council Member Joan Lindsay YES
30
31 Vice-Mayor John DuBois YES
32
33 Mayor Shelley Stanczyk YES

Auto Electric Service

| | |
|---|--------------------|
| OIL CHANGE | \$ 14.95 |
| REPLACEMENT OF PCV VALVE | \$ 3.85 |
| REPLACEMENT OF FUEL FILTER | \$ 7.42 |
| REPLACEMENT OF BRAKES/BRAKE PARTS: | |
| Front Slotted Disc Brakes (full: - all parts and labor) | \$ 69.95 |
| Rear Disc Brakes (full: - all parts and labor) | \$ 69.95 |
| Rear Drum Brakes (full: - all parts and labor) | \$ 100.00 |
| Turn Brake Drums (per pair) | \$ 8.00 |
| Turn/Cut Rotors (per pair) | \$ 8.00 |
| Replace Rotors (per pair; full: - all parts and labor) | \$ 80.00 |
| Rebuild Wheel Cylinders (each) | \$ 22.50 |
| Rebuild Master Cylinder | \$ 89.00 |
| Flush Brake Fluid | \$ 19.95 |
| REPLACEMENT OF AIR FILTER | \$ 10.00 |
| RADIATOR FLUSH (Include Fluid) | \$ 19.95 |
| AIR CONDITIONING SERVICE (Include 1 LB of Freon) | \$ 15.00 |
| SERPENTINE BELT REPLACEMENT | \$ 29.95 |
| TRANSMISSION (Drain/Replace Fluid/Replace Filter) | \$ 34.95 |
| TUNE-UP (Including Plugs any and all shop-fees & labor costs) | \$ 39.95 - 59.95 |
| Four (4) cylinder | \$ 39.95 |
| Six (6) cylinder | \$ 49.95 |
| Eight (8) cylinder | \$ 59.95 |
| Diesel motors (international engines) | \$ 0.00 |
| BATTERY (HD) - HEAVY DUTY | \$ 59.95 |
| Replacement | \$ 10.00 |
| On-board diagnostic inspections | \$ 19.95 |
| ALTERNATOR REPLACEMENT | \$ 150.00 |
| ALIGNMENTS | |
| Front Pair (2 Wheel) | \$ 35.00 |
| Rear Pair (2 Wheel) | \$ 39.95 |
| Front and Rear (4 Wheel) | \$ 49.95 |
| SHOCKS | |
| Front | \$ 92.80 |
| Rear | \$ 92.80 |
| TIRES | |
| Repair (specify type of repair: interior patch or equivalent) | \$ 9.95 |
| Remove & Replace | \$ 5.00 |
| Balance | \$ 5.00 |
| Rotate (with inspection of brakes) | \$ 9.95 |
| Road repair service for tire repairs/replacement | \$ 25.00 |
| COMPUTER DIAGNOSTIC ASSESSMENT | \$ 19.95 |
| LABOR RATE/HOUR FOR NON-LISTED REPAIRS | \$ 67.50 |
| EMERGENCY ROAD SERVICE-DURING NORMAL BUSINESS HR | \$ 25.00 |
| TOWING CHARGE (Flat Rate) | \$ 65.00 |
| PERCENTAGE DISCOUNT OFF LIST PRICE OF PARTS | 10% |



November 25th, 2014

Oscar Garcia
Auto Electric Service, Inc.
8745 SW 129 Terrace
Miami, Florida 33176

Re: Contract No. 000031 with Auto Electric Service, Inc.
for Fleet Vehicle Repair and Maintenance Services

Dear Mr. Garcia,

On April 7th, 2014, Village of Palmetto Bay Council approved Resolution No. 2014-32, relating to Fleet Vehicle Repair and Maintenance Services for the Village of Palmetto Bay.

Pursuant to Article 2 of the Contract Agreement, the term of the contract shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two (2) one (1) year terms. The initial year of the contract term shall be completed as of April 7th, 2015. At this time, the Village is notifying Auto Electric Service, Inc., of its obligation to provide services in accordance with the terms and conditions detailed in Contract No. 000031 throughout the second year of the attached three year contract. Once accepted by your company, the continuation term of the subject contract will be April 7th, 2015 through April 7th, 2016.

Please indicate your company's concurrence of this contract continuance by executing this form and returning to Kristy Bada, Procurement Specialist in the enclosed self-addressed envelope. Should you need further information, please feel free to contact our office at (305) 259-1266.

Auto Electric Service, Inc.

A handwritten signature in black ink, appearing to be "OG", is written over a horizontal line.

Approved
Oscar Garcia
President

Disapproved
Oscar Garcia
President

Sincerely,

A large, stylized handwritten signature in black ink, appearing to be "KB", is written over a horizontal line.

Kristy Bada, Procurement Specialist

Cc: Corrice E. Patterson, Public Works Director

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

SECTION 7.0 AGREEMENT**AGREEMENT ("CONTRACT")
BETWEEN VILLAGE AND VENDOR**

THIS VENDOR is dated as of the 7th day of April, in the year 2014, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the "VILLAGE"), and Auto Electric Service, Inc. (hereinafter sometimes called the "VENDOR").

Article 1. WORK.

VENDOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The furnishing of all labor, and materials to provide vehicle maintenance for the Village of Palmetto Bay fleet of vehicles.

Maintenance will include, but is not limited to:

- Routine preventative maintenance in accordance with manufacturer's recommendations
- Special service that may include, but is not limited to, electrical work; mechanical work; suspension and alignments; tire exchange, rotation, and replacement
- Pickup and return vehicles to the Public Works Facility at 9495 SW 180th ST, Palmetto Bay, FL 33157.
- Pickup and return vehicles from other shops, firms, or vendors who may perform work beyond the scope of the contractor
- Emergency service, 24 hours a day, seven days a week, 365 days a year
- More specific services and further details are described for the Scope of Work at Section 4.0

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

FLEET VEHICLE REPAIR AND MAINTENANCE SERVICES**Article 2. CONTRACT TIME.**

2.1 The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two, one year (12 months) terms. In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement as provided in paragraph 2.49 of the General Conditions.

2.2. Liquidated Damages. VILLAGE and VENDOR recognize that time is of the essence of this

Contract and that VILLAGE will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 2.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by VILLAGE if the Work is not substantially or finally complete on time.

VENDOR acknowledges and agrees that the actual delay damages which VILLAGE will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the VILLAGE is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, VILLAGE and VENDOR agree, that as liquidated damages for delay (but not as a penalty), VENDOR shall pay VILLAGE Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph.1 for Final Completion. Liquidated damages shall be deducted from the Vendor's Final Application for Payment. However, if at the time of the Vendor's Final Application for Payment, VENDOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then VENDOR shall pay any amount due within 10 days of written demand by VILLAGE.

Article 3. CONTRACT PRICE.

- 3.1 The Vendor warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.

Article 4. PAYMENT PROCEDURES.

VENDOR shall submit Applications for Payment in accordance with Section 2.15 of the General Conditions. Applications for Payment will be processed by Village of Palmetto Bay as provided in the Special Conditions.

- 4.1. Progress Payments. VILLAGE shall make progress payments on account of the Contract Price on the basis of VENDOR'S Applications for Payment as recommended by Village of Palmetto Bay, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Unit Price provided in paragraph 2.15 of the General Conditions and the requirements of the Contract Documents.
- 4.2. Final Payment. Upon Final Completion and acceptance of the Work, VILLAGE shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.15 of the Special Conditions.

Article 5. INTEREST. Not Applicable

Article 6. VENDOR'S REPRESENTATIONS.

In order to induce VILLAGE to enter into the Contract, VENDOR makes the following representations:

6.1. VENDOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. VENDOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of Vendor's competence as a licensed General Vendor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Vendor's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that VENDOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and VENDOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by VILLAGE and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated Vendor's observations with the Contract Documents; and (f) at Vendor's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which VENDOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

6.2 The Vendor acknowledges that he has investigated prior to bidding and satisfied himself as to 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, river stages, tides, 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 further acknowledges 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 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.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between VILLAGE and VENDOR are attached to this Contract, made a part hereof and consist of the following:

- 7.1. This Contract
- 7.2. Exhibits to this Contract
- 7.3. Bid Forms
- 7.4. Notice of Intent to Award
- 7.5. Notice to Proceed
- 7.6. General Conditions
- 7.7. Special Conditions
- 7.8. Scope of Services and Specifications
- 7.9. Addenda(s)
- 7.10. VENDOR'S BID
- 7.11. Documentation submitted by VENDOR prior to Notice of Intent to Award
- 7.12. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
- 7.13. Advertisement for Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 2.52 of the General Conditions).

Article 8. MISCELLANEOUS

- 8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. VILLAGE and VENDOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

- 8.4. This Contract may be executed in counterparts.
- 8.5 Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of Attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 8.6 The VILLAGE shall retain the Ownership of all shop drawings and design drawings once payment therefore is made.
- 8.7 VILLAGE and VENDOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

CONTINUED ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Contract. At least one counterpart each has been delivered to VILLAGE and VENDOR. All portions of the Contract Documents have been signed or identified by VILLAGE and VENDOR.

VILLAGE

VENDOR

Village of Palmetto Bay

Auto Electric Service, Inc.

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

8745 SW 129 Terrace
Miami, Florida 33176

BY

Ron E. Williams
REP

BY

Oscar Garcia

Ron E. Williams
Print Name

Oscar Garcia
Print Name

Village Manager
Title

President
Title

ATTEST

Meligan J. Alexander
Meligan J. Alexander
Village Clerk

Jesus Hernandez
WITNESS

APPROVED AS TO FORM BY

Jesus Hernandez
Print Name

Robert L. Lattinen

Village Attorney

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION

Auto Electric Vehicle Maintenance Totals FY 2013-2014

| ID # | Description | Year | Make | Model | Tag # | VIN # | Department | Mileage | Overall Maint. Total |
|---------------------------------|-------------|------|-------|---------|--------|--------------------|--------------|---------|----------------------|
| 0001-PW-V | DUMP TRUCK | 2007 | CHEVY | W4500 | X83910 | 188C4B16177015020 | PUBLIC WORKS | 31635 | \$9.95 |
| 0003-PW-V | PICK UP | 2011 | FORD | F-150 | 201279 | 1FTMF1CF98FB78334 | PUBLIC WORKS | 15634 | \$70.05 |
| 0004-PW-V | PICK UP | 2004 | CHEVY | 2500 HD | 225422 | 1GCHK24G24E173303 | PUBLIC WORKS | 83686 | \$321.94 |
| 0005-PW-V | PICK UP | 2004 | CHEVY | 2500 HD | 231114 | 1GCHK24GX4E173534 | PUBLIC WORKS | 94783 | \$1,483.10 |
| Public Works Total | | | | | | | | | |
| 0009-GG-V | PICK UP | 2006 | CHEVY | 1500 | 201281 | 1GCEK19T36Z1944823 | PUBLIC WORKS | 44587 | \$45.15 |
| 0010-GG-V | PICK UP | 2008 | FORD | F-150 | X83909 | 1FTRF12W28KD08882 | BUILDING | 48456 | \$459.07 |
| 0011-GG-V | PICK UP | 2008 | FORD | F-150 | X83908 | 1FTRF12W08KD08881 | CODE COMP. | 63200 | \$155.56 |
| 0012-GG-V | PICK UP | 2004 | CHEVY | 2500 HD | 225421 | 1GCHK24G14E171803 | P & R | 70474 | \$14.95 |
| 0013-GG-V | PICK UP | 2006 | CHEVY | 1500 | 231113 | 2GCEK13T961219175 | P & R | 47556 | \$1,010.12 |
| 0014-GG-V | PICK UP | 2004 | CHEVY | 2500 HD | 225423 | 1GCHK24G94E174514 | P & R | 49501 | \$1,799.23 |
| 0015-GG-V | PICK UP | 2004 | CHEVY | 2500 HD | 225423 | 1GCHK24G04E170951 | P & R | 92093 | \$476.66 |
| 0016-GG-V | SUV | 2004 | CHEVY | TAHOE | 201280 | 1GNEK13T44R166414 | POOL VEHICLE | 46376 | \$0.00 |
| 0021-GG-V | PICK UP | 2013 | FORD | F-150 | 201286 | 1FTMF1CM2DFC66644 | CODE COMP. | 5827 | \$60.10 |
| 0022-GG-V | PICK UP | 2013 | FORD | F-150 | 201285 | 1FTMF1CM4DFC66645 | BUILDING | 8605 | \$58.65 |
| General Government Total | | | | | | | | | |
| | | | | | | | | | \$4,079.49 |
| Total | | | | | | | | | \$5,964.53 |

Vehicle Maintenance Totals for FY 2013-2014

| ID # | Description | Year | Make | Model | Tag # | VIN # | Department | 2014 Maint. Total |
|---------------------------------|-------------|------|-------|---------|--------|--------------------|--------------|-------------------|
| 0001-PW-V | DUMP TRUCK | 2007 | CHEVY | W4500 | X83910 | 188C4B16177015020 | PUBLIC WORKS | \$165.46 |
| 0003-PW-V | PICK UP | 2011 | FORD | F-150 | 201279 | 1FTMF1CF9BF878334 | PUBLIC WORKS | \$153.54 |
| 0004-PW-V | PICK UP | 2004 | CHEVY | 2500 HD | 225422 | 1GCHK24G24E173303 | PUBLIC WORKS | \$711.49 |
| 0005-PW-V | PICK UP | 2004 | CHEVY | 2500 HD | 231114 | 1GCHK24GX4E173534 | PUBLIC WORKS | \$2,490.36 |
| Public Works Total | | | | | | | | |
| 0009-GG-V | PICK UP | 2006 | CHEVY | 1500 | 201281 | 1GCEK19T36Z1944823 | PUBLIC WORKS | \$891.34 |
| 0010-GG-V | PICK UP | 2008 | FORD | F-150 | X83909 | 1FTRF12W28KD08882 | BUILDING | \$1,310.69 |
| 0011-GG-V | PICK UP | 2008 | FORD | F-150 | X83908 | 1FTRF12W08KD08881 | CODE COMP. | \$1,431.60 |
| 0012-GG-V | PICK UP | 2004 | CHEVY | 2500 HD | 225421 | 1GCHK24G14E171803 | P & R | \$1,296.91 |
| 0013-GG-V | PICK UP | 2006 | CHEVY | 1500 | 231113 | 2GCEK13T961219175 | P & R | \$1,492.62 |
| 0014-GG-V | PICK UP | 2004 | CHEVY | 2500 HD | 225423 | 1GCHK24G94E174514 | P & R | \$1,363.32 |
| 0015-GG-V | PICK UP | 2004 | CHEVY | 2500 HD | 225423 | 1GCHK24G04E170951 | P & R | \$585.05 |
| 0016-GG-V | SUV | 2004 | CHEVY | TAHOE | 201280 | 1GNEK13T44R166414 | POOL VEHICLE | \$510.65 |
| 0021-GG-V | PICK UP | 2013 | FORD | F-150 | 201286 | 1FTMF1CM2DFC66644 | CODE COMP. | \$98.44 |
| 0022-GG-V | PICK UP | 2013 | FORD | F-150 | 201285 | 1FTMF1CM4DFC66645 | BUILDING | \$58.65 |
| General Government Total | | | | | | | | |
| | | | | | | | | Total |
| | | | | | | | | \$12,560.12 |



To: Honorable Mayor and Village Council

Date: December 29, 2014

From: Ron E. Williams, Village Manager

Re: Sidewalk Improvements

Ron E. Williams

RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000030 SIDEWALK IMPROVEMENTS; AUTHORIZING METRO EXPRESS, INC., TO CONTINUE PROVIDING SIDEWALK IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$69,900; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Department of Public Works is continuing to improve the overall condition and quality of the existing sidewalks to provide a safe pathway for pedestrian travel. The Village has an ongoing program to repair damaged sidewalks within the right-of-ways. Through resident input and visual inspections by Public Works staff, sidewalk imperfections are identified and prioritized for repair or replacement.

A competitive bid process was followed for sidewalk improvement construction services with the issuance of Invitation to Bid No. 1314-11-003. The bid was advertised in the Daily Business Review on January 30, 2014. Bids for sidewalk improvements were received and opened and read aloud at a public meeting on February 19, 2014 with two (2) contractors submitting a bid. Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience and references. After a thorough analysis of the responses, the Village Administration recommends that Metro Express Inc. was the lowest, most inclusive and responsive bid.

The Department of Public Works recommended and the Village Council agreed that it was in the best interest of the Village to establish a contract with Metro Express Inc., which submitted the lowest, most inclusive and responsive bid to provide the requested sidewalk improvements in accordance with Invitation to Bid No. 1314-11-003. Metro Express Inc. was contracted per Resolution No. 2014-33 dated April 7, 2014 to complete sidewalk improvements in FY 2013-14. Attached as Exhibit 1 are the locations where sidewalk improvements were constructed by Metro Express, Inc. in FY 2013-14. The current contract with Metro Express Inc. is for a period of three (3) years with the option to renew for an

additional two (2), one (1) year (12 months) in accordance with contract No. 000030 as attached. Metro Express, Inc. has agreed to continue providing the Village with sidewalk improvements in FY 2014-15 consisting of repair and install replacement and new sidewalks inclusive of ADA ramp upgrades at various locations throughout the Village in accordance with the terms and conditions detailed in Contract No. 000030. The Administration is requesting authorization from the Village Council to continue the existing contract with Metro Express, Inc. entered into on April 7, 2014 by and between the Village of Palmetto Bay and Metro Express Inc. in FY 2014-15 to furnish all labor, and materials required to properly repair and install replacement and new sidewalks inclusive of ADA ramp upgrades as detailed in the scope of work proposed for FY 2014-15.

The Administration is requesting authorization from the Village Council to continue the existing contract with Metro Express, Inc. entered into on April 7th, 2014 by and between the Village of Palmetto Bay and Metro Express, Inc. in FY 2014-15 to furnish all labor, and materials required to properly repair and install replacement and new sidewalks inclusive of ADA ramp upgrades.

FISCAL/BUDGETARY IMPACT:

Funding in the amount of \$69,900 is available and budgeted for this item under "Special Revenue-Transportation Sales Tax Funds" in an amount not to exceed \$69,900 during Fiscal Year 2014-15.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000030 SIDEWALK IMPROVEMENTS; AUTHORIZING METRO EXPRESS, INC., TO CONTINUE PROVIDING SIDEWALK IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$69,900; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, one of the objectives set forth in the Bicycle and Pedestrian Master Plan is to create a link between the existing Village sidewalks with the overall County system which borders Palmetto Bay on both the east and west boundaries, coupled with the Village's municipal circulator routes connected with the Busway; and,

WHEREAS, the improvements of existing sidewalks will be concentrated on fulfilling the needs of elementary and middle school students for walking and/or biking to school by improving the sidewalk near and around their schools; and,

WHEREAS, each year, the Department of Public Works continues its efforts to increase sidewalk connectivity with installation of new sidewalks and improving the quality of existing sidewalks to provide a safe pathway for pedestrian travel; and,

WHEREAS, a competitive bid process was followed for Sidewalk Improvement construction services with the issuance of Invitation to Bid No. 1314-11-003; and,

WHEREAS, as per Resolution No. 2014-33, adopted April 7, 2014, the Village of Palmetto Bay Council approved the selection of Metro Express, Inc. to provide annual sidewalk improvement services for replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades within Village owned right of ways for a period of three (3) years with the option to renew for an additional two (2), one (1) year terms; and

WHEREAS, in FY 2014-2015 the Department anticipates expending \$69,900 for replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades as described in the bid scope of services; and

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village to continue the contract with Metro Express, Inc., which submitted the lowest, most inclusive and responsive bid for provision of annual sidewalk improvement services in accordance with Invitation to Bid No. 1314-11-003; and

WHEREAS, Metro Express, Inc. has agreed to continue providing the Village with annual sidewalk improvements services in FY 2014-15 in accordance with the terms and conditions detailed in Contract No. 000030; 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 Metro Express, Inc. for the provision of annual sidewalk improvements services, including but not limited to replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades, for the Village of Palmetto Bay in an amount not to exceed \$69,900.

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

PASSED and ADOPTED this ____ day of January 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000030 SIDEWALK IMPROVEMENTS; AUTHORIZING METRO EXPRESS, INC., TO CONTINUE PROVIDING SIDEWALK IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$69,900; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, one of the objectives set forth in the Bicycle and Pedestrian Master Plan is to create a link between the existing Village sidewalks with the overall County system which borders Palmetto Bay on both the east and west boundaries, coupled with the Village's municipal circulator routes connected with the Busway; and,

WHEREAS, the improvements of existing sidewalks will be concentrated on fulfilling the needs of elementary and middle school students for walking and/or biking to school by improving the sidewalk near and around their schools; and,

WHEREAS, each year, the Department of Public Works continues its efforts to increase sidewalk connectivity with installation of new sidewalks and improving the quality of existing sidewalks to provide a safe pathway for pedestrian travel; and,

WHEREAS, a competitive bid process was followed for Sidewalk Improvement construction services with the issuance of Invitation to Bid No. 1314-11-003; and,

WHEREAS, as per Resolution No. 2014-33, adopted April 7, 2014, the Village of Palmetto Bay Council approved the selection of Metro Express, Inc. to provide annual sidewalk improvement services for replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades within Village owned right of ways for a period of three (3) years with the option to renew for an additional two (2), one (1) year terms; and

WHEREAS, in FY 2014-2015 the Department anticipates expending \$69,900 for replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades as described in the bid scope of services; and

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village to continue the contract with Metro Express, Inc., which submitted the lowest, most inclusive and responsive bid for provision of annual sidewalk improvement services in accordance with Invitation to Bid No. 1314-11-003; and

WHEREAS, Metro Express, Inc. has agreed to continue providing the Village with annual sidewalk improvements services in FY 2014-15 in accordance with the terms and conditions detailed in Contract No. 000030; 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 Metro Express, Inc. for the provision of annual sidewalk improvements services, including but not limited to replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades, for the Village of Palmetto Bay in an amount not to exceed \$69,900.

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

PASSED and ADOPTED this ____ day of January 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____



November 25th, 2014

Delio Trasobares
Metro Express, Inc.
9442 NW 109 Street
Miami, Florida 33158



Re: Contract No. 000030 with Metro Express, Inc.
for Village-wide Sidewalk Improvement Services

Dear Mr. Trasobares,

On April 7th, 2014, Village of Palmetto Bay Council approved Resolution No. 2014-33, relating to Sidewalk Improvement Services for the Village of Palmetto Bay.

Pursuant to Article 2 of the Contract Agreement, the term of the contract shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two (2) one (1) year terms. The initial year of the contract term shall be completed as of April 7th, 2015. At this time, the Village is notifying Metro Express, Inc., of its obligation to provide services in accordance with the terms and conditions detailed in Contract No. 000030 throughout the second year of the attached three year contract. Once accepted by your company, the continuation term of the subject contract will be April 7th, 2015 through April 7th, 2016.

Please indicate your company's concurrence of this contract continuance by executing this form and returning to Kristy Bada, Procurement Specialist in the enclosed self-addressed envelope. Should you need further information, please feel free to contact our office at (305) 259-1266.

Metro Express, Inc.

A handwritten signature in cursive script, appearing to read "Delio Trasobares".

Approved
Delio Trasobares
President

Disapproved
Delio Trasobares
President

Sincerely,

A handwritten signature in cursive script, appearing to read "Kristy Bada".
Kristy Bada, Procurement Specialist

Cc: Corrice E. Patterson, Public Works Director

Village of Palmetto Bay

Bid Tabulation for Additional Services
 Village-wide Sidewalk Improvements

Bid Open Date: February 19th, 2014 at 3:00pm



| Bid Item No. | Description | Unit | Metro Express, Inc. Total Price | V. Engineering & Consulting Corp. Total Price |
|--|-----------------------------------|-------------|------------------------------------|--|
| Miscellaneous • Sidewalk Improvements and/or Services | | | | |
| S-1 | 4" x 5' Sidewalk (New) | Linear Foot | \$24.00 | \$55.00 |
| S-2 | 4" x 5' Sidewalk (Replacement) | Linear Foot | \$19.00 | \$50.00 |
| S-3 | 6" x 5' Sidewalk (New) | Linear Foot | \$28.00 | \$65.00 |
| S-4 | 6" x 5' Sidewalk (Replacement) | Linear Foot | \$26.00 | \$60.00 |
| S-5 | 9" Curb and Gutter (New) | Linear Foot | \$29.00 | \$180.00 |
| S-6 | 9" Curb and Gutter (Replacement) | Linear Foot | \$29.00 | \$250.00 |
| S-7 | Driveway Curb (New) | Linear Foot | \$29.00 | \$200.00 |
| S-8 | Type "A" Median Curb (New) | Linear Foot | \$29.00 | \$200.00 |
| S-9 | Type "B" Median Curb (New) | Linear Foot | \$29.00 | \$200.00 |
| S-10 | Type "C" Median Curb (New) | Linear Foot | \$29.00 | \$200.00 |
| S-11 | Straight 6" Curb (New) | Linear Foot | \$27.00 | \$175.00 |
| S-12 | Pedestrian Ramp (New) | Each | \$900.00 | \$2,500.00 |
| S-13 | Handicapped Pedestrian Ramp (New) | Each | \$1,250.00 | \$3,500.00 |
| S-14 | Root Control Barrier | Linear Foot | \$25.00 | \$100.00 |
| ASP-1 | 1" Type S Asphalt | SY | \$22.00 | \$250.00 |
| WMIB-1 | Installation of Water Meter Box | EA | \$180.00 | \$250.00 |
| RT-1 | Response Time | Hour | 24.00 | 25.00 |
| TOTAL: | | | \$2,675.00 | \$8,235.00 |

Notes: Strikethrough denotes mathematical error by bidder.

Date Advertised: Thursday, January 30th, 2014
 Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,
 Village Clerk

SECTION 7.0 AGREEMENT

AGREEMENT ("CONTRACT")
BETWEEN VILLAGE AND VENDOR

THIS VENDOR is dated as of the 7th day of April, in the year 2014, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the "VILLAGE"), and Metro Express, Inc. (hereinafter sometimes called the "VENDOR").

Article 1. WORK.

VENDOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The nature and scope of this project includes, but may not be limited to: the furnishing of all labor, materials, tools, equipment, machinery, drawings, permits and services necessary to complete construction in accordance with the specifications of the Invitation to Bid (ITB) for the repair and installation of new sidewalks, removal of damaged and/or broken sidewalks and replace with 4" x 5' sidewalks (6" x 5' at driveways) and the installation of curbs, curbs and gutters, ADA pedestrian ramps using 3,000 PSI concrete with a maximum 4" slump.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SIDEWALK IMPROVEMENTS

Article 2. CONTRACT TIME.

2.1 The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two, one year (12 months) terms. In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement as provided in paragraph 2.49 of the General Conditions.

2.2. Liquidated Damages. VILLAGE and VENDOR recognize that time is of the essence of this Contract and that VILLAGE will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 2.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by VILLAGE if the Work is not substantially or finally complete on time.

VENDOR acknowledges and agrees that the actual delay damages which VILLAGE will

suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the VILLAGE is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, VILLAGE and VENDOR agree, that as liquidated damages for delay (but not as a penalty), VENDOR shall pay VILLAGE Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph.1 for Final Completion. Liquidated damages shall be deducted from the Vendor's Final Application for Payment. However, if at the time of the Vendor's Final Application for Payment, VENDOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then VENDOR shall pay any amount due within 10 days of written demand by VILLAGE.

Article 3. CONTRACT PRICE.

- 3.1 The Vendor warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.
- 3.2 The estimated expenditure for this contract is listed below. This is the price quoted by the Vendor; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds.

Contract Price: \$23,996.00

Contract Price (in words): Twenty three thousand nine hundred ninety six

Article 4. PAYMENT PROCEDURES.

VENDOR shall submit Applications for Payment in accordance with Section 2.15 of the General Conditions. Applications for Payment will be processed by Village of Palmetto Bay as provided in the Special Conditions.

- 4.1. Progress Payments. VILLAGE shall make progress payments on account of the Contract Price on the basis of VENDOR'S Applications for Payment as recommended by Village of Palmetto Bay, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Unit Price provided in paragraph 2.15 of the General Conditions and the requirements of the Contract Documents.
- 4.2. Final Payment. Upon Final Completion and acceptance of the Work, VILLAGE shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.15 of the Special Conditions.

Article 5. INTEREST. Not Applicable

Article 6. VENDOR'S REPRESENTATIONS.

In order to induce VILLAGE to enter into the Contract, VENDOR makes the following representations:

- 6.1. VENDOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. VENDOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of Vendor's competence as a licensed General Vendor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Vendor's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that VENDOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and VENDOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by VILLAGE and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated Vendor's observations with the Contract Documents; and (f) at Vendor's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which VENDOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 6.2 The Vendor acknowledges that he has investigated prior to bidding and satisfied himself as to 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, river stages, tides, 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 further acknowledges 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 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.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between VILLAGE and VENDOR are attached to this Contract, made a part hereof and consist of the following:

- 7.1. This Contract
- 7.2. Exhibits to this Contract
- 7.3. Bid Forms and Bid Bonds (Performance and Payment)
- 7.4. Notice of Intent to Award
- 7.5. Notice to Proceed
- 7.6. General Conditions
- 7.7. Special Conditions
- 7.8. Scope of Services and Specifications
- 7.9. Addenda(s)
- 7.10. VENDOR'S BID
- 7.11. Documentation submitted by VENDOR prior to Notice of Intent to Award
- 7.12. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
- 7.13. Advertisement for Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 2.52 of the General Conditions).

Article 8. MISCELLANEOUS

- 8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. VILLAGE and VENDOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. This Contract may be executed in counterparts.

- 8.5 Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of Attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 8.6 The VILLAGE shall retain the Ownership of all shop drawings and design drawings once payment therefore is made.
- 8.7 VILLAGE and VENDOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Contract. At least one counterpart each has been delivered to VILLAGE and VENDOR. All portions of the Contract Documents have been signed or identified by VILLAGE and VENDOR.

VILLAGE

VENDOR

Village of Palmetto Bay

Metro Express, Inc.

ADDRESS

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

ADDRESS

9442 NW 109 Street

Miami, FL 33178

BY *Ron E. Williams*

BY *Delio Trasobares*

Ron E. Williams

Print Name

Delio Trasobares

Print Name

Village Manager

Title

President

Title

ATTEST

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

WITNESS

APPROVED AS TO FORM BY

Kletter Sottner

Village Attorney

Print Name

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION

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RESOLUTION NO. 2014-33

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INVITATION TO BID 1314-11-003 SIDEWALK IMPROVEMENTS; APPROVING THE SELECTION OF METRO EXPRESS, INC., AS THE MOST RESPONSIVE BIDDER TO PROVIDE SIDEWALK IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$25,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, one of the objectives set forth in the Bicycle and Pedestrian Master Plan is to create a link between the existing Village sidewalks with the overall County system which borders Palmetto Bay on both the east and west boundaries, coupled with the Village's municipal circulator routes connected with the busway; and,

WHEREAS, the improvement of existing sidewalks will be concentrated on fulfilling the needs of elementary and middle school students for walking and/or biking to school by improving the sidewalk near and around their schools; and,

WHEREAS, each year, the Department of Public Works continues its efforts to improve upon the overall condition and quality of existing sidewalks to provide a safe pathway for pedestrian travel; and,

WHEREAS, a competitive bid process was followed for Sidewalk Improvement construction services with the issuance of Invitation to Bid No. 1314-11-003; and,

WHEREAS, after a thorough analysis of the responses, the Administration recommends Metro Express, Inc. the lowest most responsive and responsible bidder; and,

WHEREAS, during the evaluation of the proposal submittals, it was found that Metro Express, Inc. procures superior qualifications, knowledge, and experience; and,

WHEREAS, annual sidewalk improvements services include but are not limited to replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades within Village owned right of ways; and,

WHEREAS, the Village of Palmetto Bay Council approval of the selection of Metro Express, Inc. to provide construction services for Sidewalk Improvements will be for a period of three (3) years with the option to renew for an additional two (2), one (1) year terms; and,

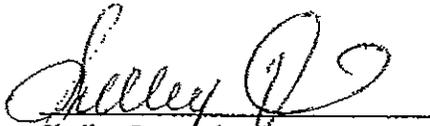
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

1 **Section 1:** The Village Manager is authorized to enter into an agreement with Metro
2 Express, Inc. regarding canal maintenance services for the Village of Palmetto Bay in an amount not
3 to exceed \$25,000.
4

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

8 **PASSED and ADOPTED** this 7th day of April 2014.
9

10
11 Attest: 
12 Meighan J. Alexander
13 Village Clerk
14
15


Shelley Stanczyk
Mayor
16

17 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
18 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
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20 
21 Dexter W. Lehtinen
22 Village Attorney
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28 **FINAL VOTE AT ADOPTION:**
29

| | |
|---|------------|
| 30 Council Member Patrick Fiore | <u>YES</u> |
| 31 Council Member Tim Schaffer | <u>YES</u> |
| 32 Council Member Joan Lindsay | <u>YES</u> |
| 33 Vice-Mayor John DuBois | <u>YES</u> |
| 34 Mayor Shelley Stanczyk | <u>YES</u> |

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METRO EXPRESS INC.

Village of Palmetto Bay

| ADDRESS | width =5FT | | | | WMB EA |
|---------------------------------|------------|-----------|-------------|------------|-----------|
| | 4" LF | 6" LF | 4" SF | 6" SF | |
| 16701 SW 97th AVE | 32 | 11 | 160 | 55 | |
| 16654 SW 93rd CT | 21 | | 105 | 0 | 1 |
| 16655 SW 93rd CT | 10 | | 50 | 0 | |
| 16644 SW 93rd CT | 20 | | 100 | 0 | |
| 16644 SW 93rd CT | 15 | | 75 | 0 | |
| 16605 SW 93rd CT | 20 | | 100 | 0 | |
| 16604 SW 93rd CT | | 5 | 0 | 25 | |
| 9201 SW 165th ST | 37 | | 185 | 0 | |
| 9200 SW 164th ST | 57 | | 285 | 0 | |
| 9200 SW 165th ST | 14 | | 70 | 0 | |
| 16601 SW 92nd AVE | 8 | | 40 | 0 | |
| 16621 SW 92nd AVE | 36 | | 180 | 0 | |
| 9201 SW 167th TER | 31 | | 155 | 0 | |
| 9300 SW 167th ST | 15 | | 75 | 0 | |
| 9301 SW 168th ST | 10 | | 50 | 0 | |
| 8845 SW 160th ST | 25 | | 125 | 0 | |
| 8715 SW 160th ST | 40 | | 200 | 0 | |
| 15920 SW 87th AVE (on 160th ST) | 40 | | 200 | 0 | |
| 8621 SW 161st TER | 60 | | 300 | 0 | |
| 16060 SW 86th AVE | 26 | 14 | 130 | 70 | |
| 8910 SW 160th ST | 10 | | 50 | 0 | |
| 16075 SW 89th AVE RD | 23 | | 115 | 0 | 1 |
| 8930 SW 159th TER | 10 | | 50 | 0 | 1 |
| 16025 SW 89th AVE RD | 17 | | 85 | 0 | 1 |
| 8940 SW 160th ST | 15 | | 75 | 0 | 1 |
| 15807 SW 90th CT | 26 | | 130 | 0 | 1 |
| 8915 SW 156th ST | 25 | | 125 | 0 | |
| 15800 SW 91st CT | 25 | | 125 | 0 | |
| 9153 SW 183rd ST | 65 | | 325 | 0 | |
| 17923 SW 89th PL | 15 | | 75 | 0 | |
| 18004 SW 89th PL | 25 | | 125 | 0 | |
| 15290 SW 82nd AVE | | 16 | 0 | 80 | |
| 16801 SW 84th AVE | 35 | | 175 | 0 | |
| 16715 SW 80th AVE | 47 | | 235 | 0 | |
| 7790 SW 44th ST | 5 | | 25 | 0 | |
| 8701 SW 144th AVE | 17 | | 85 | 0 | |
| SW 141st ST & US-1 | 13 | | 65 | 0 | |
| 16370 SW 87th CT | 10 | | 50 | | |
| 9201 SW 166th TER | 12 | | 60 | | |
| TOTAL | 912 | 46 | 4560 | 230 | 6 |



To: Honorable Mayor and Village Council

Date: December 29, 2014

From: Ron E. Williams, Village Manager

Re: Canal Maintenance Services

Ron E. Williams

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000027 CANAL MAINTENANCE; AUTHORIZING ADVENTURE ENVIRONMENTAL, INC. TO CONTINUE PROVIDING MAINTENANCE SERVICES FOR SECONDARY SYSTEM CANAL SW MARAL ESTATES AND BELAIRE SECTION CANAL IN SECTIONS 28 & 33, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$12,500; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems. The Board of County Commissioners of Miami-Dade County did, by adoption of Miami-Dade County Ordinance Nos. 91-66 and 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create stormwater utility which may operate within a municipality or municipalities.

On October 17, 1995, the Board of County Commissioners adopted Ordinance 95-195, amending Section 24-61.2 of the Code of Miami-Dade County, Stormwater Utility Ordinance, thereby granting municipalities the option of obtaining an exemption from the Utility and in turn creating a local stormwater utility. On July 11, 2005 as per Resolution No. 05-50 the Village of Palmetto Bay exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statues. Stormwater Utility fees collected as part of the County's system are applied to improvements throughout Miami-Dade County based on County priorities. Exemption from Miami-Dade County's Stormwater Utility System ensures that revenue collected from Village commercial businesses and residential property owners through the utility fee will be used to maintain and improve drainage systems within the Village.

The Village of Palmetto Bay entered into an interlocal agreement with Miami-Dade County for Stormwater Management on October 1, 2006. The term of the agreement was for a

period of five (5) years commencing on October 1, 2006 through September 30, 2011. The agreement has since been renewed by the Village of Palmetto Bay per Resolution No. 2011-31 on May 2, 2011. The term of the agreement is for a period of five (5) years commencing on October 1, 2011 through September 30, 2016. The agreement is renewable every five (5) years. Under this agreement the Village shall maintain and repair the existing right-of-ways, maintenance and drainage easements for a secondary system canal in Sections 28 & 33, Township 55 South, Range 40 East, and Miami-Dade County, Florida.

Attachment "A" of the attached Agreement includes a map of the canals within the Village's boundaries. There are three (3) canals within the boundaries for the Village of Palmetto Bay, SW Maral Estates, BelAire Section and SW 160th St Ditch canal as illustrated in the attached map titled "Village of Palmetto Bay, Canals and Drainage Areas." The Village is fully responsible for maintaining aesthetic conditions of the following two small canals; SW Maral Estates Canal and the Belaire Section Canal in accordance with the attached Agreement and the Village's stormwater management plan. The only canal currently maintained by the County in the Village of Palmetto Bay is the SW 160TH Street Ditch, which the Village's cost share for maintenance is 100%.

A competitive bid process was followed for canal maintenance services with the issuance of Request for Proposal No. 1314-11-002. The bid was advertised in the Daily Business Review on January 13th, 2014. Bids for canal maintenance services were received and opened and read aloud at a public meeting on February 12th, 2014 with three (3) contractors submitting a bid. Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience and references. Adventure Environmental, Inc. provided the Village of Palmetto Bay with a comprehensive plan inclusive of exceptional availability and capacity.

The Department of Public Works recommended and the Village Council agreed that it was in the best interest of the Village to establish a contract with Adventure Environmental, Inc., the contractor that submitted the most responsive and responsible bid to provide the requested canal maintenance services in accordance with Request for Proposal No. 1314-11-002. Adventure Environmental, Inc. was contracted per Resolution No. 2014-16 dated March 3rd, 2014. In FY 13-14, the contractor completed a one-time clean-up, annual and bi-annual canal maintenance services detailed in Exhibit 1 as attached. The current contract with Adventure Environmental, Inc. is for a period of three (3) years with the option to renew for an additional two (2), one (1) year (12 months) in accordance with contract No. 000027 as attached. Adventure Environmental, Inc. has agreed to continue providing the Village with canal maintenance services in FY 14-15 in accordance with the terms and conditions detailed in contract No. 000027.

The Administration is requesting authorization from the Village Council to continue the existing contract with Adventure Environmental, Inc. The contract agreement entered into on March 10, 2014 by and between the Village of Palmetto Bay and Adventure Environmental, Inc. is for canal maintenance services to include debris removal from culverts and canal, above and below water, herbicide treatment above water and along the canal banks, and obstruction removal. Funding in the amount of \$12,500 is available to complete one (1) maintenance cycle in FY14-15 which combines Items I through V as detailed in Exhibit 1 for the following Village owned canals:

Canal Maintenance Sections

- 1 Bel Aire Section
West of SW 89TH Court, East of SW 92ND Avenue, North of SW 182ND Terrace, South of SW 178TH Terrace
- 2 SW Maral Estate
West of SW 87TH Avenue, East of SW 87TH Court, North of SW 174TH Street, South of SW 168TH Street

FISCAL/BUDGETARY IMPACT:

Funding is available and budgeted for this item under "Special Revenue Funds – Stormwater Utility" in an amount not to exceed \$12,500 during Fiscal Year 2014-15.

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 CONTRACT NO. 000027 CANAL MAINTENANCE; AUTHORIZING ADVENTURE ENVIRONMENTAL, INC. TO CONTINUE PROVIDING MAINTENANCE SERVICES FOR SECONDARY SYSTEM CANAL SW MARAL ESTATES AND BELAIRE SECTION CANAL IN SECTIONS 28 & 33, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$12,500; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and,

WHEREAS, on July 11, 2005 as per Resolution No. 05-50 the Village of Palmetto Bay exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes; and,

WHEREAS, the Village of Palmetto Bay entered into an Interlocal Agreement with Miami-Dade County for Stormwater Management on October 1, 2006 and renewable every five (5) years thereafter; and,

WHEREAS, the term of the attached Interlocal Agreement is for a period of five (5) years commencing on October 1, 2011 through September 30, 2016; and,

WHEREAS, under this agreement the Village shall maintain and repair the existing right-of-ways, maintenance and drainage easements for a secondary system canal in Sections 28 & 33, Township 55 South, Range 40 East, and Miami-Dade County, Florida; and,

WHEREAS, there are three (3) canals within the boundaries for the Village of Palmetto Bay, SW Maral Estates, BelAire Section and SW 160th St Ditch canal as illustrated in the attached map titled "Village of Palmetto Bay, Canals and Drainage Areas"; and,

WHEREAS, the Village is fully responsible for maintaining aesthetic conditions of the following two small canals; SW Maral Estates Canal and the Belaire Section Canal in accordance with the attached Agreement and the Village's stormwater management plan; and,

WHEREAS, as per Resolution No. 2014-16 , adopted March 3, 2014, the Village of Palmetto Bay Council approved the selection of Adventure Environmental, Inc. to provide annual canal maintenance services include debris removal from culverts and canal, above and below water, herbicide treatment above water and along the canal banks, and obstruction removal from SW Maral

1 Estates Canal and the Belaire Section Canal for a period of three (3) years with the option to renew
2 for an additional two (2), one (1) year terms; and
3

4 **WHEREAS**, in FY 2014-2015 the Department anticipates expending \$12,500 for canal
5 maintenance services as described in the bid scope of services; and
6

7 **WHEREAS**, the Department of Public Works recommends that it is in the best interest of
8 the Village to continue the contract with Adventure Environmental, Inc. as they procure superior
9 qualifications knowledge, and experience and provided the Village of Palmetto Bay with a
10 comprehensive plan inclusive of exceptional availability and capacity for provision of annual for
11 canal maintenance services in accordance with the scope of work under Request for Proposal No.
12 1314-11-002; and
13

14 **WHEREAS**, Adventure Environmental, Inc. has agreed to continue providing the Village
15 with annual canal maintenance services include debris removal from culverts and canal, above and
16 below water, herbicide treatment above water and along the canal banks, and obstruction removal
17 from SW Maral Estates Canal and the Belaire Section Canal in FY 14-15 in accordance with the
18 terms and conditions detailed in contract No. 000027; and
19

20 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
21 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
22

23 **Section 1:** The Village Manager is authorized to continue the agreement with Adventure
24 Environmental, Inc. for the provision of annual canal maintenance services include debris removal
25 from culverts and canal, above and below water, herbicide treatment above water and along the
26 canal banks, and obstruction removal from SW Maral Estates Canal and the Belaire Section Canal
27 for the Village of Palmetto Bay in an amount not to exceed \$12,500.
28

29 **Section 2:** This resolution shall take effect immediately upon approval.
30

31
32 **PASSED and ADOPTED** this ____ day of January 2015.
33

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

Eugene Flinn
Mayor
39

40 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
41 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
42

43 _____
44 Dexter W. Lehtinen
45 Village Attorney

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4 FINAL VOTE AT ADOPTION:
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6 Council Member Karyn Cunningham _____
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8 Council Member Tim Schaffer _____
9
10 Council Member Larissa Siegel Lara _____
11
12 Vice-Mayor John DuBois _____
13
14 Mayor Eugene Flinn _____
15

Contract # 000027

SECTION 9.0: Exhibits

Exhibit A

VILLAGE OF PALMETTO BAY

CANAL MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 10 day of March, 2014, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Adventure Environmental, Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on Monday, January 13th, 2014, and

WHEREAS, Vendor submitted a Proposal dated Wednesday, February 12th, 2014 in response to the Village's request, and

WHEREAS, at a meeting held on Tuesday, January 21st, 2014, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor's Proposal submitted in response to the RFP ("Services"),

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

Article 1 Incorporation by Reference.

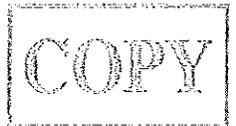
The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Proposal Documents prepared by the Village for Canal Maintenance Services RFP No. 1314-11-002 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated Wednesday, February 12th, 2014 (Exhibit 2).

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

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2 Scope of Work



A. Vendor agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

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

Article 4 Payment and/or Fees

The Vendor shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Works Department, 9495 S. W. 180 Street, Palmetto Bay, FL 33157.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Vendor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Vendor under this Agreement.

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

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will

COPY

include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

B. Termination Because of Default

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

Article 7 Hold Harmless and Indemnification of the Village

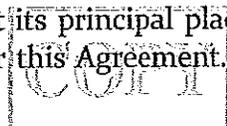
The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Vendor agrees that in the event this Contract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

Article 8 Term

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two, one year (12 months) terms. In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

Article 9 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The



Village may, at reasonable times during the term hereof, inspect Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10 Federal and State Tax

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

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

Article 11 Indemnification

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

Article 12 Insurance

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

COPY

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

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

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

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

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

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

Article 13 Modification/Amendment

COPY

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

Article 14 Severability

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

Article 15 Governing Law

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

Article 16 Waiver

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

Article 17 Notices/Authorized Representatives

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

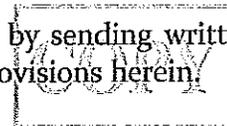
Village:

Ron E. Williams, Village Manager
Village of Palmetto Bay
9705 E. Hisbiscus Street
Palmetto Bay, FL 33157

Vendor:

Christopher Colarusso, President
Adventure Environmental, Inc.
12895 SW 87TH Avenue
Miami, FL 33176

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



Article 18 Independent Vendor

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Vendor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

Article 19 Assignment

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

Article 20 Prohibition Against Contingent Fees

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

Article 21 Attorneys Fees

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

Article 22 Conflict of Interest

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

Article 23 Binding Effect



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

Article 24 Entire Agreement

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

Article 25 Captions and Paragraph Headings

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

Article 26 Joint Preparation

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

Article 27 Counterparts

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

Article 28 Exhibits are Inclusionary

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

Article 29 Jurisdiction And Venue

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

Article 30 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement,

each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31 Permits, Licenses and Filing Fees

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

Article 32 Safety Provisions

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

Article 33 Public and Employee Safety

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

Article 34 Preservation of Village Property

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

Article 35 Immigration Act of 1986

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

Article 36 Vendor Non-Discrimination

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

Article 37 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Vendors are cautioned to undertake

an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Vendor and all sub-Vendors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Vendor or sub-Vendors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

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

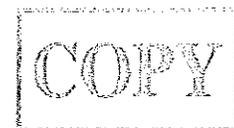
Article 38 Warranty Of Authority

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

Article 39 Miscellaneous Provision

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

Continued on next page.



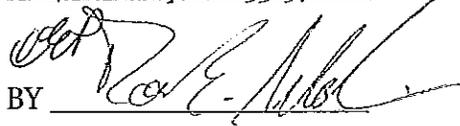
IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

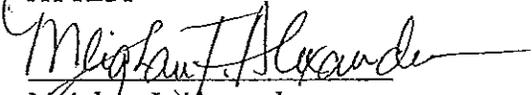
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY 

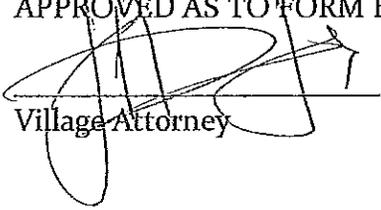
Ron E. Williams
Print Name

Village Manager
Title

ATTEST


Meighan J. Alexander
Village Clerk

APPROVED AS TO FORM BY

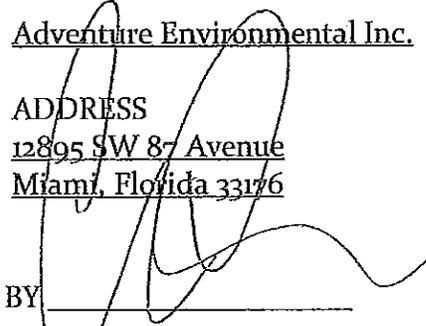

Village Attorney

VENDOR

Adventure Environmental Inc.

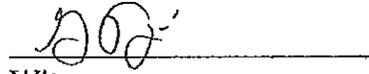
ADDRESS

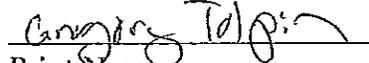
12895 SW 87 Avenue
Miami, Florida 33176

BY 

Christopher Colarusso
Print Name

President
Title


Witness


Print Name

COPY

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RESOLUTION NO. 2014-16

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CANAL MAINTENANCE; AUTHORIZING ADVENTURE ENVIRONMENTAL, INC. TO PROVIDE MAINTENANCE SERVICES FOR SECONDARY SYSTEM CANAL SW MARAL ESTATES AND BELAIRE SECTION CANAL IN SECTIONS 28 & 33, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$44,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and,

WHEREAS, on July 11, 2005 as per Resolution No. 05-50 the Village of Palmetto Bay exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes; and,

WHEREAS, the Village of Palmetto Bay entered into an interlocal agreement with Miami-Dade County for Stormwater Management on October 1, 2006 and renewable every five (5) years thereafter; and,

WHEREAS, the term of the attached Interlocal Agreement is for a period of five (5) years commencing on October 1, 2011 through September 30, 2016; and,

WHEREAS, under this agreement the Village shall maintain and repair the existing right-of-ways, maintenance and drainage easements for a secondary system canal in Sections 28 & 33, Township 55 South, Range 40 East, and Miami-Dade County, Florida; and,

WHEREAS, there are three (3) canals within the boundaries for the Village of Palmetto Bay, SW Maral Estates, BelAire Section and SW 160th St Ditch canal as illustrated in the attached map titled "Village of Palmetto Bay, Canals and Drainage Areas"; and,

WHEREAS, the Village is fully responsible for maintaining aesthetic conditions of the following two small canals; SW Maral Estates Canal and the Belaire Section Canal in accordance with the attached Agreement and the Village's stormwater management plan; and,

WHEREAS, a competitive bid process was followed for canal maintenance services with the issuance of Request for Proposal No. 1314-11-002; and,

WHEREAS, after a thorough analysis of the responses, the Administration recommends Adventure Environmental, Inc. the second lowest most responsive and responsible bidder; and,



1
2 **WHEREAS**, during the evaluation of the proposal submittals, it was found that Adventure
3 Environmental, Inc. procures superior qualifications, knowledge, and experience as compared to
4 that of SFM Services, Inc. (lowest bidder); and,
5

6 **WHEREAS**, Adventure Environmental, Inc. provided the Village of Palmetto Bay with a
7 comprehensive plan inclusive of exceptional availability and capacity; and,
8

9 **WHEREAS**, annual canal maintenance services include debris removal from culverts and
10 canal, above and below water, herbicide treatment above water and along the canal banks, and
11 obstruction removal; and,
12

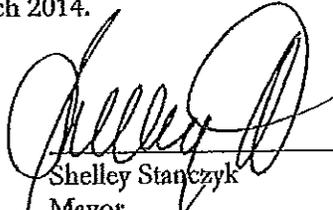
13 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
14 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
15

16 **Section 1:** The Village Manager is authorized to enter into an agreement with Adventure
17 Environmental, Inc. regarding canal maintenance services for the Village of Palmetto Bay in an
18 amount not to exceed \$44,000.
19

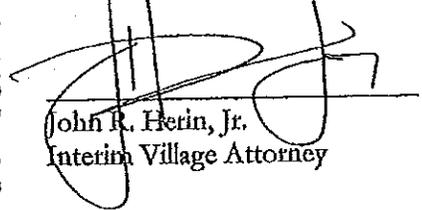
20 **Section 2:** This resolution shall take effect immediately upon approval.
21

22
23 **PASSED and ADOPTED** this 3rd day of March 2014.
24

25
26
27 Attest: 
28 Neighan J. Alexander
29 Village Clerk
30


31 Shelley Stanczyk
32 Mayor

33 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
34 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:**
35

36
37 
38 John R. Herin, Jr.
39 Interim Village Attorney
40
41
42
43
44
45



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



EXHIBIT 1

Village of Palmetto Bay, Florida Canal Maintenance Services RFP No. 1314-11-002

SECTION 8.0: Required Proposal Submission Forms

CANAL MAINTENANCE SERVICES PROPOSAL FORM

| NAME | LOCATION | SIDE OF ROAD | FROM | TO | WIDTH | LENGTH | MILES | SQUARE FEET | ACRES | COST PER VISIT | TOTAL COST | |
|------------------|-------------------------------|--------------|--------------|-------------------------------|-------|--------|--------|-------------|---------|-------------------|----------------|----------------|
| RelAire Section | SW 91 Avenue / SW 181 Terrace | East / North | C-100B Canal | SW 173 Terrace / SW 92 Avenue | 60 | 1,375 | 0.42 | 82,500 | 1.9 | \$ 1,250.00 | \$ 2,500.00/yr | |
| SW Maral Section | SW 87 Avenue | West | SW 168 ST | SW 174 ST | 60 | 2,025 | 0.4 | 121,500 | 2.79 | \$ 1,250.00 | \$ 2,500.00/yr | |
| | | | | | | | TOTAL: | 0.82 | 204,000 | 4.69 | \$ 2,500.00 | \$ 5,000.00/yr |
| RelAire Section | SW 91 Avenue / SW 181 Terrace | East / North | C-100B Canal | SW 173 Terrace / SW 92 Avenue | 60 | 1,375 | 0.42 | 82,500 | 1.9 | \$ 1,250.00 | \$ 1,250.00/yr | |
| SW Maral Section | SW 87 Avenue | West | SW 168 ST | SW 174 ST | 60 | 2,025 | 0.4 | 121,500 | 2.79 | \$ 1,250.00 | \$ 1,250.00/yr | |
| | | | | | | | TOTAL: | 0.82 | 204,000 | 4.69 | \$ 2,500.00 | \$ 2,500.00/yr |
| RelAire Section | SW 91 Avenue / SW 181 Terrace | East / North | C-100B Canal | SW 173 Terrace / SW 92 Avenue | 60 | 1,375 | 0.42 | 82,500 | 1.9 | \$ 1,250.00 | \$ 2,500.00/yr | |
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| | | | | | | | TOTAL: | 0.82 | 204,000 | 4.69 | \$ 2,500.00 | \$ 2,500.00/yr |
| RelAire Section | SW 91 Avenue / SW 181 Terrace | East / North | C-100B Canal | SW 92 Avenue / SW 92 Avenue | 60 | 1,375 | 0.42 | 82,500 | 1.9 | \$ 12,000.00 | \$ 12,000.00 | |
| SW Maral Section | SW 87 Avenue | West | SW 168 ST | SW 174 ST | 60 | 2,025 | 0.4 | 121,500 | 2.79 | \$ 12,000.00 | \$ 12,000.00 | |
| | | | | | | | TOTAL: | 0.82 | 204,000 | 4.69 | \$ 24,000.00 | \$ 24,000.00 |
| | | | | | | | | | | TOTAL ITEMS I-VI: | \$ 36,500.00 | \$ 44,000.00 |

\$20,000.00/yr

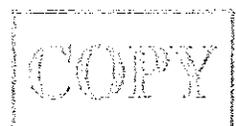
Signature of Official: _____

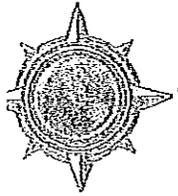
Name (typed): Christopher Colarusso

Title: President

Vendor: Adventure Environmental, Inc.

Date: February 10, 2014





**ADVENTURE
ENVIRONMENTAL INC**
Land and Sea Engineering Contractors

12895 SW87th Avenue
Miami FL 33176
office 305 254 8887
fax 305 252 6962

AEI



[HTTP://WWW.AEI.COM](http://www.aei.com)

**VILLAGE OF PALMETTO BAY, FLORIDA
CANAL MAINTENANCE SERVICES
RFP NO. 1314-11-002**

PRICE SHEET

COPY



November 25th, 2014

Christopher Colarusso
President
Adventure Environmental, Inc.
12895 SW 87 Avenue
Miami, Florida 33176

Re: Contract No. 000027 with Adventure Environmental, Inc.
for Canal Maintenance Services

Dear Mr. Colarusso,

On March 3rd, 2014, Village of Palmetto Bay Council approved Resolution No. 2014-16, relating to Canal Maintenance Services for the Village of Palmetto Bay.

Pursuant to Article 8 of the Contract Agreement, the term of the contract shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two (2) one (1) year terms. The initial year of the contract term shall be completed as of March 10th, 2015. At this time, the Village is notifying Adventure Environmental, Inc., of its obligation to provide services in accordance with the terms and conditions detailed in Contract No. 000027 throughout the second year of the attached three year contract. Once accepted by your company, the continuation term of the subject contract will be March 10th, 2015 through March 10th, 2016.

Please indicate your company's concurrence of this contract continuance by executing this form and returning to Kristy Bada, Procurement Specialist in the enclosed self-addressed envelope. Should you need further information, please feel free to contact our office at (305) 259-1266.

Adventure Environmental, Inc.

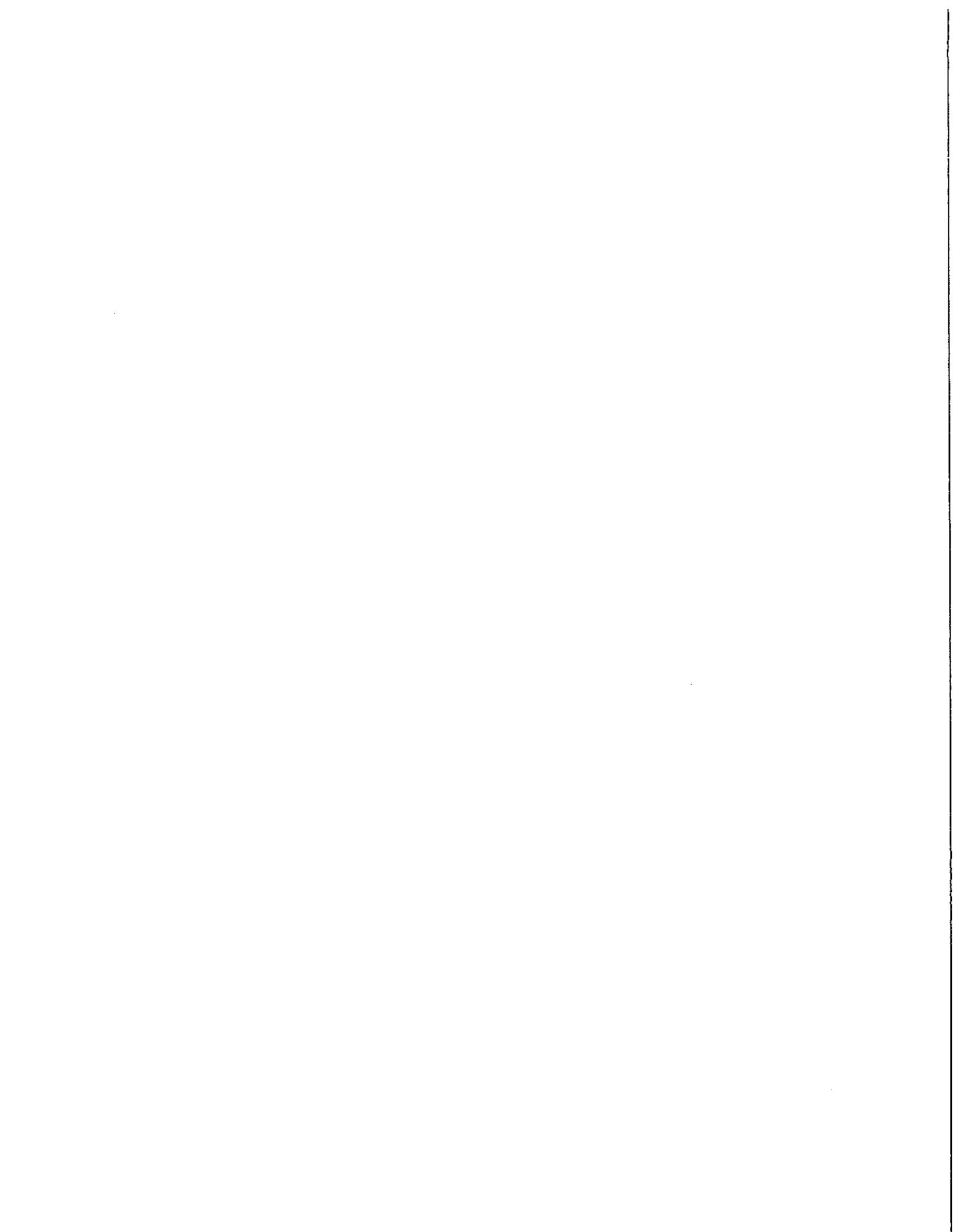
Approved
Christopher Colarusso
President

Disapproved
Christopher Colarusso
President

Sincerely,


Kristy Bada, Procurement Specialist

Cc: Corrice E. Patterson, Public Works Director



Specimen Label



Garlon[®] 3A

Specialty Herbicide

*Trademark of Dow AgroSciences LLC

For the control of woody plants, broadleaf weeds and vines in forests and industrial non-crop areas, including manufacturing and storage sites, rights-of-way such as electrical power lines, communication lines, pipelines, roadsides, railroads, fence rows, non-irrigation ditch banks, and around farm buildings; including application to grazed areas, and establishment and maintenance of wildlife openings on these sites, and in Christmas tree plantations. Use within production forests and industrial non-crop sites may include applications to control target vegetation in and around standing water sites, such as marshes, wetlands, and the banks of ponds and lakes.

Active Ingredient:

| | |
|---|--------|
| triclopyr: 3,5,6-trichloro- 2-pyridinyloxyacetic acid, triethylamine salt | 44.4% |
| Inert Ingredients | 55.6% |
| Total | 100.0% |

Acid equivalent: triclopyr - 31.8% - 3 lb/gal

EPA Reg. No. 62719-37

Keep Out of Reach of Children

DANGER PELIGRO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

Precautionary Statements

Hazard to Humans and Domestic Animals

Corrosive • Causes Irreversible Eye Damage • Harmful If Swallowed Or Absorbed Through Skin • Prolonged Or Frequently Repeated Skin Contact May Cause Allergic Reaction In Some Individuals

Do not get in eyes or on skin or clothing.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Protective eyewear
- Chemical resistant gloves (≥ 14 mils) such as butyl rubber, natural rubber, neoprene rubber or nitrile rubber

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them. Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Controls

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the WPS (40 CFR 170.240(d)(4-6), the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

First Aid

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

If swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-992-5994 for emergency medical treatment information.

Note to Applicator: Allergic skin reaction is not expected from exposure to spray mixtures of Garlon 3A herbicide when used as directed.

Note to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.

Environmental Hazards

Do not contaminate water when cleaning equipment or disposing of equipment washwaters. Under certain conditions, treatment of aquatic weeds can result in oxygen depletion or loss due to decomposition of dead plants, which may contribute to fish suffocation. This loss can cause fish suffocation. Therefore, to minimize this hazard, do not treat more than one-third to one-half of the water area in a single operation and wait at least 10 to 14 days between treatments. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Consult with the State agency for fish and game before applying to public water to determine if a permit is needed.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

Physical or Chemical Hazards

Combustible. Do not use or store the product near heat or open flame.

Notice: Read the entire label. Use only according to label directions. Before using this product, read **Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies** elsewhere on this label. If terms are unacceptable, return at once unopened.

In case of emergency endangering health or the environment involving this product, call 1-800-992-5994. If you wish to obtain additional product information, visit our web site at www.dowagro.com.

Agricultural Chemical: Do not ship or store with food, feeds, drugs or clothing.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 48 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Shoes plus socks
- Protective eyewear
- Chemical-resistant gloves (≥ 14 mils) such as butyl rubber, natural rubber, neoprene rubber or nitrile rubber

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for Agricultural Pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Entry Restrictions for Non-WPS Uses: For applications to non-cropland areas, do not allow entry into areas until sprays have dried, unless applicator and other handler PPE is worn.

Storage and Disposal

Do not contaminate water, food, or feed by storage and disposal.

Open dumping is prohibited.

Pesticide Storage: Store above 28°F or agitate before use.

Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Disposal for Refillable Containers: Seal all openings which have been opened during use. Return the empty container to a collection site designated by Dow AgroSciences. If the container has been damaged and cannot be returned according to the recommended procedures, contact Dow AgroSciences Customer Service Center at 1-800-258-1470 to obtain proper handling instructions.

Container Disposal (Metal): Do not reuse container. Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Container Disposal (Plastic): Do not reuse container. Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

General: Consult federal, state, or local disposal authorities for approved alternative procedures.

General Information for Production Forests and Industrial Non-Crop Areas

Garlon® 3A specialty herbicide is recommended for the control of woody plants, broadleaf weeds and vines in forests and industrial non-crop areas including manufacturing and storage sites, rights-of-way such as electrical power lines, communication lines, pipelines, roadsides, railroads, fence rows, non-irrigation ditch banks, and around farm buildings, including application to grazed areas, and establishment and maintenance of wildlife openings on these sites, and in Christmas tree plantations. Use within production forests and industrial non-crop sites may include applications to control target vegetation in and around standing water sites, such as marshes, wetlands, and the banks of ponds and lakes.

Obtain Required Permits: Consult with appropriate state or local water authorities before applying this product to public waters. State or local public agencies may require permits.

General Use Precautions and Restrictions

In Arizona: The state of Arizona has not approved Garlon 3A for use on plants grown for commercial production, specifically forests grown for commercial timber production, or on designated grazing areas.

When applying this product in tank mix combination, follow all applicable use directions, precautions and limitations on each manufacturer's label.

Chemigation: Do not apply this product through any type of irrigation system.

Do not apply Garlon 3A directly to, or otherwise permit it to come into direct contact with grapes, tobacco, vegetable crops, flowers, or other desirable broadleaf plants, and do not permit spray mists containing it to drift into them.

It is permissible to treat non-irrigation ditch banks, seasonally dry wetlands (such as flood plains, deltas, marshes, swamps, or bogs) and transitional areas between upland and lowland sites.

- Do not apply to salt water bays or estuaries.
- Do not apply directly to un-impounded rivers or streams.
- Do not apply on ditches or canals used to transport irrigation water. It is permissible to treat non-irrigation ditch banks.
- Do not apply where runoff water may flow onto agricultural land as injury to crops may result.
- When making applications to control unwanted plants on banks or shorelines of moving water sites, minimize overspray to open water.
- The use of a mistblower is not recommended.
- Apply no more than 2 lb ae of triclopyr (2/3 gallon of Garlon 3A) per acre per growing season on range and pasture sites, including rights-of-way, fence rows or any area where grazing or harvesting is allowed.
- On forestry sites, Garlon 3A may be used at rates up to 6 lb ae of triclopyr (2 gallons of Garlon 3A) per acre per year.
- For all terrestrial use sites other than range, pasture, forestry sites, and grazed areas, the maximum application rate is 9 lb ae of triclopyr (3 gallons of Garlon 3A) per acre per year.

Precautions for Potable Water Intakes for Emerged Aquatic Weed Control

See chart below for specific setback distances near functioning potable water intakes. **Note:** Existing potable water intakes which are no longer in use, such as those replaced by potable water wells or connections to a municipal water system, are not considered to be functioning potable water intakes. These setback restrictions do not apply to terrestrial applications made adjacent to potable water intakes.

| Area Treated (acres) | Garlon 3A Application Rate, qt/acre | | | |
|----------------------|-------------------------------------|-----------|-----------|-----------|
| | 2 qt/acre | 4 qt/acre | 6 qt/acre | 8 qt/acre |
| | Setback Distance (ft) | | | |
| 4 | 0 | 200 | 400 | 500 |
| >4 - 8 | 0 | 200 | 700 | 900 |
| >8 - 16 | 0 | 200 | 700 | 1000 |
| >16 | 0 | 200 | 900 | 1300 |

To apply Garlon 3A around and within the distances noted above from a functioning potable water intake, the intake must be turned off until the triclopyr level in the intake water is determined to be 0.4 parts per million (ppm) or less by laboratory analysis or immunoassay.

- **Recreational Use of Water in Treatment Area:** There are no restrictions on use of water in the treatment area for recreational purposes, including swimming and fishing.
- **Livestock Use of Water from Treatment Area:** There are no restrictions on livestock consumption of water from the treatment area.

Grazing and Haying Restrictions

Except for lactating dairy animals, there are no grazing restrictions following application of this product.

- **Grazing Lactating Dairy Animals:** Do not allow lactating dairy animals to graze treated areas until the next growing season following application of this product.
- Do not harvest hay for 14 days after application.
- Grazed areas of non-cropland and forestry sites may be spot treated if they comprise no more than 10% of the total grazable area.

Slaughter Restrictions: During the season of application, withdraw livestock from grazing treated grass at least 3 days before slaughter.

Avoiding Injurious Spray Drift

Applications should be made only when there is little or no hazard from spray drift. Very small quantities of spray, which may not be visible, may seriously injure susceptible plants. Do not spray when wind is blowing toward susceptible crops or ornamental plants near enough to be injured. It is suggested that a continuous smoke column at or near the spray site or a smoke generator on the spray equipment be used to detect air movement, lapse conditions, or temperature inversions (stable air). If the smoke layers or indicates a potential of hazardous spray drift, do not spray.

Aerial Application: For aerial application on rights-of-way or other areas near susceptible crops, apply through a Microfoil[†] or Thru-Valve boom[†], or use an agriculturally labeled drift control additive. Other drift reducing systems or thickened sprays prepared by using high viscosity inverting systems may be used if they are made as drift-free as mixtures containing agriculturally labeled thickening agents or applications made with the Microfoil or Thru-Valve boom. Keep spray pressures low enough to provide coarse spray droplets. Spray boom should be no longer than 3/4 of the rotor length. Do not use a thickening agent with the Microfoil or Thru-Valve booms, or other systems that cannot accommodate thick sprays. Spray only when the wind velocity is low (follow state regulations). Avoid application during air inversions. If a spray thickening agent is used, follow all use recommendations and precautions on the product label.

[†] Reference within this label to a particular piece of equipment produced by or available from other parties is provided without consideration for use by the reader at its discretion and subject to the reader's independent circumstances, evaluation, and expertise. Such reference by Dow AgroSciences is not intended as an endorsement of such equipment, shall not constitute a warranty (express or implied) of such equipment, and is not intended to imply that other equipment is not available and equally suitable. Any discussion of methods of use of such equipment does not imply that the reader should use the equipment other than is advised in directions available from the equipment's manufacturer. The reader is responsible for exercising its own judgment and expertise, or consulting with sources other than Dow AgroSciences, in selecting and determining how to use its equipment.

Spray Drift Management

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment and weather related factors determine the potential for spray drift. The applicator and the grower are responsible for considering all these factors when making decisions.

The following drift management requirements must be followed to avoid off-target drift movement from aerial applications:

1. The distance of the outer most operating nozzles on the boom must not exceed 3/4 the length of the rotor.
2. Nozzles must always point backward parallel with the air stream and never be pointed downwards more than 45 degrees.

Where states have more stringent regulations, they should be observed.

The applicator should be familiar with and take into account the information covered in the following Aerial Drift Reduction Advisory. [This information is advisory in nature and does not supersede mandatory label requirements.]

Aerial Drift Reduction Advisory

Information on Droplet Size: The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see Wind, Temperature and Humidity, and Temperature Inversions).

Controlling Droplet Size:

- **Volume** - Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with higher rated flows produce larger droplets.
- **Pressure** - Do not exceed the nozzle manufacturer's recommended pressures. For many nozzle types, lower pressure produces larger droplets. When higher flow rates are needed, use higher flow rate nozzles instead of increasing pressure.
- **Number of Nozzles** - Use the minimum number of nozzles that provide uniform coverage.
- **Nozzle Orientation** - Orienting nozzles so that the spray is released parallel to the airstream produces larger droplets than other orientations and is the recommended practice. Significant deflection from horizontal will reduce droplet size and increase drift potential.
- **Nozzle Type** - Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce the largest droplets and the lowest drift.

Boom Length: For some use patterns, reducing the effective boom length to less than 3/4 of the wingspan or rotor length may further reduce drift without reducing swath width.

Application Height: Applications should not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces exposure of droplets to evaporation and wind.

Swath Adjustment: When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance should increase, with increasing drift potential (higher wind, smaller drops, etc.).

Wind: Drift potential is lowest between wind speeds of 2-10 mph. However, many factors, including droplet size and equipment type, determine drift potential at any given speed. Application should be avoided below 2 mph due to variable wind direction and high inversion potential. **Note:** Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect spray drift.

Temperature and Humidity: When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

Temperature Inversions: Applications should not occur during a local, low level temperature inversion because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of the smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

Sensitive Areas: The pesticide should only be applied when the potential for drift to adjacent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is minimal (e.g., when wind is blowing away from the sensitive areas).

Ground Equipment: To aid in reducing spray drift, Garlon 3A should be used in thickened (high viscosity) spray mixtures using an agriculturally labeled drift control additive, high viscosity invert system, or equivalent as directed by the manufacturer. With ground equipment, spray drift can be reduced by keeping the spray boom as low as possible; by applying 20 gallons or more of spray per acre; by keeping the operating spray pressures at the lower end of the manufacturer's recommended pressures for the specific nozzle type used (low pressure nozzles are available from spray equipment manufacturers); and by spraying when wind velocity is low (follow state regulations). In hand-gun applications, select the minimum spray pressure that will provide adequate plant coverage (without forming a mist). Do not apply with nozzles that produce a fine-droplet spray.

High Volume Leaf-Stem Treatment: To minimize spray drift, do not use pressure exceeding 50 psi at the spray nozzle and keep sprays no higher than brush tops. An agriculturally labeled thickening agent may be used to reduce drift.

Plants Controlled by Garlon 3A

Woody Plant Species

| | | |
|-----------------------|-------------|------------------------------------|
| alder | Douglas-fir | poplar |
| arrowwood | dogwood | salt-bush (<i>Baccharis</i> spp.) |
| ash | elderberry | sassafras |
| aspen | elm | scotch broom |
| bear clover (bearmat) | gallberry | sumac |
| beech | hazel | sweetbay magnolia |
| birch | hombean | sweetgum |
| blackberry | kudzu† | sycamore |
| blackgum | locust | tanoak |
| Brazilian pepper | madrone | thimbleberry |
| casara | maples | tulip poplar |
| ceanothus | mulberry | waxmyrtle |
| cherry | oaks | western hemlock |
| chinquapin | persimmon | wild rose |
| choke cherry | pine | willow |
| cottonwood | poison ivy | winged elm |
| crataegus (hawthorn) | poison oak | salmonberry |

†For complete control, retreatment may be necessary.

Annual and Perennial Broadleaf Weeds

| | | |
|----------------|--------------------|---------------|
| bindweed | dandelion | ragweed |
| burdock | field bindweed | smartweed |
| Canada thistle | lambquarter | tansy ragwort |
| chicory | plantain | vetch |
| curly dock | Purple loosestrife | wild lettuce |

Application Methods

Use Garlon 3A at rates of 3/4 to 9 lb ae of triclopyr (1/4 to 3 gallons of Garlon 3A) per acre to control broadleaf weeds and woody plants. In all cases use the amount specified in enough water to give uniform and complete coverage of the plants to be controlled. Use only water suitable for spraying. Use of an agriculturally labeled non-ionic surfactant is recommended for all foliar applications. When using surfactants, follow the use directions and precautions listed on the surfactant manufacturer's label. Use the higher recommended concentrations of surfactant in the spray mixture when applying lower spray volumes per acre. The recommended order of addition to the spray tank is water, spray thickening agent (if used), additional herbicide (if used), and Garlon 3A. Surfactant should be added to the spray tank last or as recommended on the product label. If combined with emulsifiable concentrate herbicides, moderate continuous adequate agitation is required.

Before using any recommended tank mixtures, read the directions and all use precautions on both labels.

For best results, applications should be made when woody plants and weeds are actively growing. When hard to control species such as ash, blackgum, choke cherry, elm, maples, oaks, pines, or winged elm are prevalent and during applications made in late summer when the plants are mature and during drought conditions, use the higher rates of Garlon 3A alone or in combinations with Tordon* 101 Mixture herbicide. (Tordon 101 Mixture is a restricted use pesticide. See product label.)

When using Garlon 3A in combination with 2,4-D 3.8 lb amine, like DMA 4 IVM, or low volatile ester herbicides, generally the higher rates should be used for satisfactory brush control.

Use the higher dosage rates when brush approaches an average of 15 feet in height or when the brush covers more than 60% of the area to be treated. If lower rates are used on hard to control species, resprouting may occur the year following treatment.

On sites where easy to control brush species dominate, rates less than those recommended may be effective. Consult State or Local Extension personnel for such information.

Foliage Treatment With Ground Equipment

High Volume Foliage Treatment

For control of woody plants, use Garlon 3A at the rate of 3 to 9 lb ae of triclopyr (1 to 3 gallons of Garlon 3A) per 100 gallons of spray solution, or Garlon 3A at 3/4 to 3 lb ae of triclopyr (1 to 4 quarts of Garlon 3A) may be tank mixed with 1/4 to 1/2 gallons of 2,4-D 3.8 lb amine, like DMA 4 IVM, or low volatile ester or Tordon 101 Mixture and diluted to make 100 gallons of spray solution. Apply at a volume of 100 to 400 gallons of total spray per acre depending on size and density of woody plants. Coverage should be thorough to wet all leaves, stems, and root collars. (See General Use Precautions and Restrictions.) Do not exceed maximum allowable use rates per acre (see table below).

Maximum Labeled Rate versus Spray Volume per Acre

| Total Spray Volume (gal/acre) | Maximum Rate of Garlon 3A | | |
|-------------------------------|---|---|--|
| | Rangeland and Pasture Sites [†] (gal/100 gal of spray) | Forestry Sites ^{††} (gal/100 gal of spray) | Other Non-Cropland Sites ^{†††} (gal/100 gal of spray) |
| 400 | Do not use | 0.5 | 0.75 |
| 300 | Do not use | 0.67 | 1 |
| 200 | Do not use | 1 | 1.5 |
| 100 | 0.67 | 2 | 3 |
| 50 | 1.33 | 4 | 6 |
| 40 | 1.67 | 5 | 7.5 |
| 30 | 2.33 | 6.65 | 10 |
| 20 | 3.33 | 10 | 15 |
| 10 | 6.67 | 20 | 30 |

[†] Do not exceed the maximum use rate of 2 lb ae of triclopyr (2/3 gal of Garlon 3A)/acre/year.

^{††} Do not exceed the maximum use rate of 6 lb ae of triclopyr (2 gal of Garlon 3A)/acre/year.

^{†††} Do not exceed the maximum use rate of 9 lb ae of triclopyr (3 gal of Garlon 3A)/acre/year on non-cropland use sites other than rangeland, pasture, forestry, and grazed areas.

Low Volume Foliage Treatment

To control susceptible woody plants, apply up to 15 lb ae of triclopyr (5 gallons of Garlon 3A) in 10 to 100 gallons of finished spray. The spray concentration of Garlon 3A and total spray volume per acre may be adjusted according to the size and density of target woody plants and kind of spray equipment used. With low volume sprays, use sufficient spray volume to obtain uniform coverage of target plants including the surfaces of all foliage, stems, and root collars (see General Use Precautions and Restrictions). For best results, a surfactant should be added to all spray mixtures. Match equipment and delivery rate of spray nozzles to height and density of woody plants. When treating tall, dense brush, a truck mounted spray gun with spray tips that deliver up to 2 gallons per minute at 40 to 60 psi may be required. Backpack or other types of specialized spray equipment with spray tips that deliver less than 1 gallon of spray per minute may be appropriate for short, low to moderate density brush.

Tank Mixing: As a low volume foliar spray, up to 9 lb ae of triclopyr (3 gallons of Garlon 3A) may be applied in tank mix combination with 1/2 to 1 gallon of Tordon K or 1 to 2 gallons of Tordon 101 Mixture in 10 to 100 gallons of finished spray.

Broadcast Applications With Ground Equipment

Make application using equipment that will assure uniform coverage of the spray volumes applied. To improve spray coverage, add an agriculturally labeled non-ionic surfactant as described later under Directions for Use. See Maximum Labeled Rate versus Spray Volume per Acre table above for relationship between mixing rate, spray volume and maximum application rate.

Woody Plant Control

Foliage Treatment: Use 6 to 9 lb ae of triclopyr (2 to 3 gallons of Garlon 3A) in enough water to make 20 to 100 gallons of total spray per acre or 1 1/2 to 3 lb ae of triclopyr (1/2 to 1 gallon of Garlon 3A) may be combined with 1 to 2 gallons of 2,4-D 3.8 lb amine, like DMA 4 IVM, or

low volatile esters or Tordon 101 Mixture in sufficient water to make 20 to 100 gallons of total spray per acre.

Broadleaf Weed Control

Use Garlon 3A at rates of 1 to 4 1/2 lb ae of triclopyr (1/3 to 1 1/2 gallons of Garlon 3A) in a total volume of 20 to 100 gallons of water per acre. Apply any time during the growing season. Garlon 3A at 1 to 3 lb ae of triclopyr (1/3 to 1 gallon of Garlon 3A) may be tank mixed with 1/2 to 1 gallon of Tordon K, Tordon 101 Mixture or 2,4-D 3.8 lb amine, like DMA 4 IVM, or low volatile herbicides to improve the spectrum of activity.

Aerial Application (Helicopter Only)

Aerial sprays should be applied using suitable drift control. (See General Use Precautions and Restrictions.) Add an agriculturally labeled non-ionic surfactant as described under Directions for Use. See Maximum Labeled Rate versus Spray Volume per Acre table above for relationship between mixing rate, spray volume and maximum application rate.

Foliage Treatment (Non-Grazed Rights-of-Way)

Non-grazed areas: Use 6 to 9 lb ae of triclopyr (2 to 3 gallons of Garlon 3A) or 3 to 4 1/2 lb ae of triclopyr (1 to 1 1/2 gallons of Garlon 3A) in a tank mix combination with 1 to 2 gallons of 2,4-D 3.8 lb amine, like DMA 4 IVM, or low volatile esters or Tordon 101 Mixture, and apply in a total spray volume of 10 to 30 gallons per acre. Use the higher rates and volumes when plants are dense or under drought conditions.

Interspersed areas in non-grazed rights-of-ways that may be subject to grazing may be spot treated if the treated area comprises no more than 10% of the total grazable area.

Forest Management Applications

For best control from broadcast applications of Garlon 3A, use a spray volume which will provide thorough plant coverage. Recommended spray volumes are usually 10 to 25 gallons per acre by air or 10 to 100 gallons per acre by ground. To improve spray coverage of spray volumes less than 50 gallons per acre, add an agriculturally labeled non-ionic surfactant as described under Directions for Use. Application systems should be used to prevent hazardous drift to off-target sites. Nozzles or additives that produce larger droplets of spray may require higher spray volumes to maintain brush control.

Forest Site Preparation (Not for Conifer Release)

Use up to 6 lb ae of triclopyr (2 gallons of Garlon 3A) and apply in a total spray volume of 10 to 30 gallons per acre or Garlon 3A at 3 to 4 1/2 lb ae of triclopyr (1 to 1 1/2 gallons of Garlon 3A) may be used with 1 to 2 gallons of Tordon 101 Mixture or 2,4-D 3.8 lb low volatile ester in a tank mix combination in a total spray volume of 10 to 30 gallons per acre. Use of a non-ionic agricultural surfactant is recommended for all foliar applications as described under Directions for Use.

Note: Conifers planted sooner than one month after treatment with Garlon 3A at less than 4 lb ae of triclopyr (1 1/3 gallons of Garlon 3A) per acre or sooner than two months after treatment at 4 to 9 lb ae of triclopyr (1 1/3 to 3 gallons of Garlon 3A) per acre may be injured. When tank mixtures of herbicides are used for forest site preparation, labels for all products in the mixture should be consulted and the longest recommended waiting period before planting observed.

Directed Spray Applications for Conifer Release

To release conifers from competing hardwoods such as red maple, sugar maple, striped maple, sweetgum, red and white oaks, ash, hickory, alder, birch, aspen, and pin cherry, mix 3 to 6 lb ae triclopyr (1 to 2 gallons of Garlon 3A) in enough water to make 100 gallons of spray mixture. To improve spray coverage, add an agriculturally labeled non-ionic surfactant as described under Directions for Use. The spray mixture should be directed onto foliage of competitive hardwoods using knapsack or backpack sprayers with flat fan nozzles or equivalent any time after hardwoods have reached full leaf size, but before autumn coloration. The majority of treated hardwoods should be less than 6 feet in height to ensure adequate spray coverage. Care should be taken to direct spray away from contact with conifer foliage, particularly foliage of desirable pines.

Note: Spray may cause temporary damage and growth suppression where contact with conifers occurs; however, injured conifers should recover and grow normally. Over-the-top spray applications can kill pines.

Broadcast Application for Conifer Release in the Northeastern United States

To release spruce, fir, red pine and white pine from competing hardwoods, such as red maple, sugar maple, striped maple, alder, birch (white, yellow or gray), aspen, ash, pin cherry and *Rubus* spp. and perennial and annual broadleaf weeds, use Garlon 3A at rates of 1 1/2 to 3 lb ae triclopyr (2 to 4 quarts of Garlon 3A) per acre alone or plus 2,4-D amine, like DMA 4 IVM, or 2,4-D ester to provide no more than 4 pounds acid equivalent per acre from both products. Applications should be made in late summer or early fall after conifers have formed their overwintering buds and hardwoods are in full leaf and prior to autumn coloration.

Broadcast Applications for Douglas Fir Release in the Pacific Northwest and California

To release Douglas fir from susceptible competing vegetation such as broadleaf weeds, alder, blackberry or Scotch broom, apply Garlon 3A at 1 to 1 1/2 lb ae triclopyr (1 1/3 to 2 quarts of Garlon 3A) per acre alone or in combination with 4 lb per acre of atrazine. Mix all sprays in a water carrier with a non-ionic surfactant. Applications should be made in early spring after hardwoods begin growth and before Douglas fir bud break ("early foliar" hardwood stage) or after Douglas fir seasonal growth has "hardened off" (set winter buds) in late summer, but while hardwoods are still actively growing. When treating after Douglas fir bud set, apply prior to onset of autumn coloration in hardwood foliage. **Note:** Treatments applied during active Douglas fir shoot growth (after spring bud break and prior to bud set) may cause injury to Douglas fir trees.

Cut Surface Treatments

To control unwanted trees of hardwood species such as elm, maple, oak and conifers in rights-of-way and other non-crop areas, apply Garlon 3A, either undiluted or diluted in a 1 to 1 ratio with water, as directed below.

With Tree Injector Method

Applications should be made by injecting 1/2 milliliter of undiluted Garlon 3A or 1 milliliter of the diluted solution through the bark at intervals of 3 to 4 inches between centers of the injector wound. The injections should completely surround the tree at any convenient height. **Note: No Worker Protection Standard worker entry restrictions or worker notification requirements apply when this product is injected directly into plants.**

With Hack and Squirt Method

Make cuts with a hatchet or similar equipment at intervals of 3 to 4 inches between centers at a convenient height around the tree trunk. Spray 1/2 milliliter of undiluted Garlon 3A or 1 milliliter of the diluted solution into each cut.

With Frill or Girdle Method

Make a single girdle through the bark completely around the tree at a convenient height. Wet the cut surface with undiluted or diluted solution.

Both of the above methods may be used successfully at any season except during periods of heavy sap flow of certain species - for example, maples.

Stump Treatment

Spray or paint the cut surfaces of freshly cut stumps and stubs with undiluted Garlon 3A. The cambium area next to the bark is the most vital area to wet.

Christmas Tree Plantations

Garlon 3A is recommended for the control of woody plants and annual and perennial broadleaf weeds in established Christmas tree plantations. For best results, applications should be made when woody plants and weeds are actively growing. Garlon 3A does not control weeds which have not emerged at the time of application. If lower rates are used on hard to control woody species, resprouting may occur the year following treatment. Brush over 8 feet tall is difficult to treat efficiently using hand equipment such as backpack or knapsack sprayers. When treating large brush or trees or hard to control species such as ash, blackgum, choke cherry, elm, hazel, madrone, maples, oaks or sweetgum, and for applications made during drought conditions or in late summer when the leaves are mature, use the higher rates of Garlon 3A or use cut surface application methods. For foliar applications, apply in enough water to give uniform and complete coverage of the plants to be controlled. Applications made under drought conditions may provide less than desirable results.

Use Precautions

- Do not use on newly seeded grass until well established as indicated by vigorous growth and development of secondary root system and tillering
- Newly seeded turf (alleyways, etc.) should be mowed two or three times before any treatment with Garlon 3A.
- Do not reseed Christmas tree areas treated with Garlon 3A for a minimum of three weeks after application.
- Do not use Garlon 3A if legumes, such as clover, are present and injury cannot be tolerated.

Spray Preparation

The recommended order of addition to the spray tank is water, drift control agent (if used), non-ionic agricultural surfactant and Garlon 3A. Continue moderate agitation while mixing and spraying. Use of a non-ionic agricultural surfactant is recommended for all applications. When using surfactants, follow use directions and precautions listed on the manufacturer's label. Use the higher recommended concentrations of surfactant in the spray mixture when applying lower spray volumes per acre.

Application

Make applications in late summer or early autumn after terminal growth of Christmas trees has hardened off, but before leaf drop of, target weeds. Apply at a rate of 3/4 to 1 3/4 lb ae triclopyr (2 to 5 pints of Garlon 3A) per acre as a foliar spray directed toward the base of Christmas trees. Use sufficient spray volume to provide uniform coverage of target plants (20 to 100 gallons per acre). **Do not apply with 2,4-D.** Application rates of Garlon 3A recommended for Christmas trees will only suppress some well established woody plants that are greater than 2 to 3 years old (see table below). Broadcast sprays may also be applied in bands between the rows of planted trees. Use spray equipment that will assure uniform coverage of the desired spray volume.

Spray solution from Garlon 3A can cause needle and branch injury to Christmas trees. To minimize injury to Christmas trees, it is recommended that sprays be directed so as to minimize contact with foliage. Blue spruce, white spruce, balsam fir and Fraser fir are less susceptible to injury than white pine and Douglas fir.

Restriction: Apply Garlon 3A only to established Christmas trees that were planted at least one full year prior to application.

Application Rates and Species Controlled:

| Garlon 3A | | |
|---------------------------------------|--|---|
| 2 pints/acre (3/4 lb ae triclopyr) | 3 to 4 pints/acre (1 1/2 lb ae triclopyr) | 5 pints/acre (1 3/4 lb ae triclopyr) |
| clover | bindweed, field (TG) | arrowwood (SDL) |
| dandelion | blackberry [†] | aspen |
| dock, curly | chicory (s) | beech (SDL) |
| lambsquarters | fireweed | birch (SDL) |
| lespedeza | ivy, ground | chinquapin |
| plantain, broadleaf | lettuce, wild | cottonwood (SDL) |
| plantain, buckhorn | oxalis | elderberry |
| ragweed, common | poison ivy | grape, wild |
| vetch | smartweed (TG) | mulberry (SDL) |
| | thistle, Canada (TG) | poplar (SDL) |
| | violet, wild | sassafras (SDL) |
| | Virginia creeper [†] | sumac (SDL) |
| | | sycamore (SDL) |

(TG) Top growth control, retreatment may be necessary

(S) Suppression

(SDL) Seedlings less than 2-3 years old

[†]Use 4 pint per acre rate

Directed Applications

To control hardwoods such as red maple, sugar maple, striped maple, sweetgum, red and white oaks, ash, alder, birch, aspen, and pin cherry mix 4 to 20 fluid ounces of Garlon 3A in enough water to make 3 gallons of spray mixture. For directed applications, do not exceed 6 lb ae triclopyr (2 gallons of Garlon 3A) per acre per year. To improve coverage, add a non-ionic agricultural surfactant to the spray. This spray mixture should be directed onto foliage of competitive hardwoods using knapsack or backpack sprayers with flat fan nozzles or equivalent any time after hardwoods have reached full leaf size, but before autumn coloration (when plants are actively growing). The majority of treated hardwoods should be less than 8 feet in height to ensure adequate spray coverage. **Note:** To prevent Christmas tree injury, care should be taken to direct spray away from contact with Christmas tree foliage.

Cut Surface Treatments

When treating large brush or trees or hard to control species such as ash, blackgum, choke cherry, elm, hazel, madrone, maples, oaks or sweetgum, and for applications made during drought conditions or in late summer when the leaves are mature, use cut surface treatments. (See directions for Cut Surface Treatments in preceding section of this label.)

Wetland Sites in Production Forests and Industrial Non-Crop Areas

Garlon 3A may be used within production forests and industrial non-crop sites to control target vegetation in and around standing water sites, such as marshes, wetlands, and the banks of ponds and lakes and transition areas between upland and lowland sites.

For control of woody plants and broadleaf weeds in these sites, follow use directions and application methods on this label for forestry and terrestrial non-cropland sites.

Use Precautions

Minimize overspray to open water when treating target vegetation in and around non-flowing, quiescent or transient water. When making applications to control unwanted plants on banks or shorelines of flowing water, minimize overspray to open water. **Note:** Consult local public water control authorities before applying this product in and around public water. Permits may be required to treat such areas.

Terms and Conditions of Use

If terms of the following Warranty Disclaimer, Inherent Risks of Use, and Limitation of Remedies are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. Otherwise, use by the buyer or any other user constitutes acceptance of the terms under Warranty Disclaimer, Inherent Risks of Use and Limitations of Remedies.

Warranty Disclaimer

Dow AgroSciences warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. Dow AgroSciences MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Plant injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperature, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Dow AgroSciences or the seller. All such risks shall be assumed by buyer.

Limitation of Remedies

The exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at Dow AgroSciences' election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

Dow AgroSciences shall not be liable for losses or damages resulting from handling or use of this product unless Dow AgroSciences is promptly notified of such loss or damage in writing. In no case shall Dow AgroSciences be liable for consequential or incidental damages or losses.

The terms of the Warranty Disclaimer, Inherent Risks of Use, and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Dow AgroSciences or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.

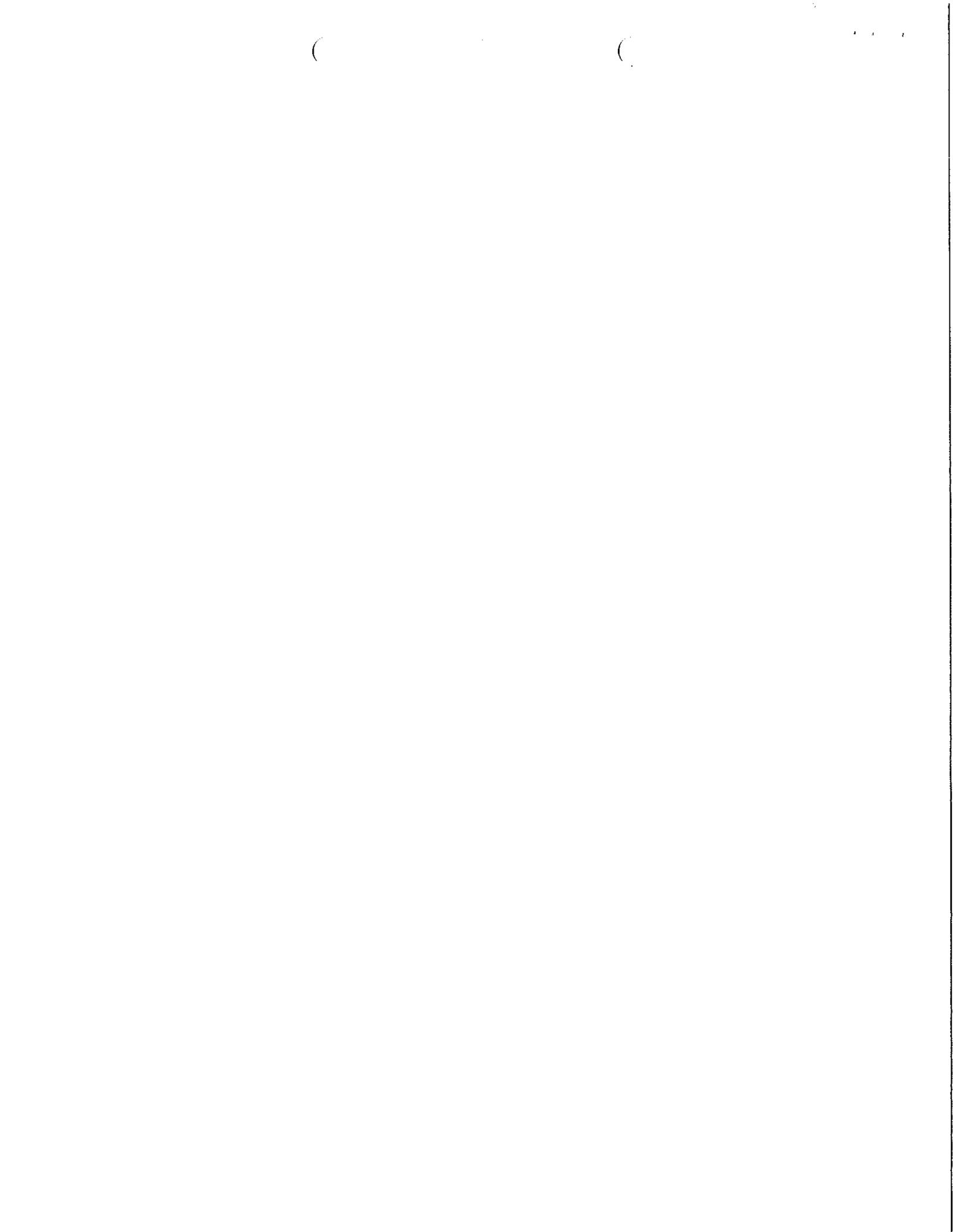
*Trademark of Dow AgroSciences LLC
Dow AgroSciences LLC • Indianapolis, IN 46268 U.S.A.

Label Code: D02-101-037
Replaces Label: D02-101-036
LOES Number: 010-00084

EPA-Accepted 12/03/02

Revisions:

1. Corrected Example Calculation 2 on page 10: = $(800 \times 3.912) - 160/3.33$.





To: Honorable Mayor and Village Council

Date: December 29, 2014

From: Ron E. Williams, Village Manager

Re: Submittal of Application to the
FY 2014 Edward Byrne Memorial
Grant for \$5,220

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) UNDER THE FEDERAL FISCAL YEAR 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM - FLORIDA JAG DIRECT FOR GRANT FUNDING IN THE AMOUNT OF \$5,220 FOR THE DRUG ABUSE RESISTANCE EDUCATION (D.A.R.E.) PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE GRANT APPLICATION AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay was recently notified of its eligibility to apply for up to \$5,220.00 of grant funding assistance from the Florida Department of Law Enforcement (FDLE) under the Federal Fiscal Year (FFY) 2014 Edward Byrne Memorial Justice Assistance Grant Program, also known as the Florida JAG Direct. Under this Contract and upon award of grant funds from the Florida Department of Law Enforcement, the Palmetto Bay Policing Unit will purchase educational materials to be used for the D.A.R.E. Program which educates school age children on drug abuse resistance and prevention, and teaches students good decision-making skills to help them lead safe and healthy lives. The Palmetto Bay Policing Unit desires to transmit a grant application for the full eligible amount of \$5,220, and FDLE requires an adopted Council resolution authorizing the Village Manager to sign the application and other related documents. The adopted resolution will be transmitted along with the grant application.

FISCAL/BUDGETARY IMPACT:

The total project cost is currently estimated to be \$5,220, which is 100% of total eligible grant amount. All costs will be covered through grant funds.

RECOMMENDATION

Approval is recommended.

RESOLUTION NO. 2015-

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) UNDER THE FEDERAL FISCAL YEAR 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – FLORIDA JAG DIRECT FOR GRANT FUNDING IN THE AMOUNT OF \$5,220 FOR THE DRUG ABUSE RESISTANCE EDUCATION (D.A.R.E.) PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE GRANT APPLICATION AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay was recently notified of its eligibility to apply for up to \$5,220.00 of grant funding assistance from the Florida Department of Law Enforcement (FDLE) under the Federal Fiscal Year (FFY) 2014 Edward Byrne Memorial Justice Assistance Grant Program, also known as the Florida JAG Direct; and

WHEREAS, under this Contract and upon award of grant funds from the Florida Department of Law Enforcement, the Palmetto Bay Policing Unit will purchase educational materials to be used for the D.A.R.E. Program which educates school age children on drug abuse resistance and prevention, and teaches students good decision-making skills to help them lead safe and healthy lives; and

WHEREAS, the Palmetto Bay Policing Unit desires to transmit a grant application for the full eligible amount of \$5,220, and

WHEREAS, FDLE requires an adopted Council resolution to be transmitted along with the grant application, authorizing the grant application; 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 submit the Federal Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant Application to the Florida Department of Law Enforcement, and execute the grant application and other related documents, attached hereto, on behalf of the Village of Palmetto Bay.

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

PASSED AND ADOPTED this _____ day of January, 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: Village Of Palmetto Bay

County: Dade

Chief Official

Name: Eugene Flinn

Title: Mayor

Address: 9705 E Hibiscus Street

City: Palmetto Bay

State: FL **Zip:** 33157-5606

Phone: 305-259-1234 **Ext:**

Fax:

Email: eflinn@palmettobay-fl.gov

Chief Financial Officer

Name: Desmond Chin

Title: Finance Director

Address: 9705 Hibiscus Street

City: Palmetto Bay

State: FL **Zip:** 33157

Phone: 305-259-1234 **Ext:**

Fax:

Email: dchin@palmettobay-fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 14 Administration

Implementing Agency

Organization Name: Village Of Palmetto Bay

County: Dade

Chief Official

Name: Eugene Flinn

Title: Mayor

Address: 9705 E Hibiscus Street

City: Palmetto Bay

State: FL **Zip:** 33157-5606

Phone: 305-259-1234 **Ext:**

Fax:

Email: eflinn@palmettobay-fl.gov

Project Director

Name: Kristy Bada

Title: Grant Manager/Procurement Specialist

Address: 9705 East Hibiscus Street

City: Palmetto Bay

State: FL **Zip:** 33157-5606

Phone: 305-259-1266 **Ext:**

Fax:

Email: KBada@palmettobay-fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: DRUG ABUSE RESISTANCE - PREVENTION & EDUCATION
Subgrant Recipient: Village Of Palmetto Bay
Implementing Agency: Village Of Palmetto Bay
Project Start Date: 2/1/2015 **End Date:** 6/30/2015

Problem Identification

The problem to be addressed by this grant is the use of alcohol, drugs, and illegally obtained prescription medication by minors.

According to the Centers for Disease Control and Prevention alcohol use by persons under age 21 years is a major public health problem. Alcohol is the most commonly used and abused drug among youth in the United States, more than tobacco and illicit drugs, and is responsible for more than 4,300 annual deaths among underage youth. Although drinking by persons under the age of 21 is illegal, people aged 12 to 20 years drink 11% of all alcohol consumed in the United States. More than 90% of this alcohol is consumed in the form of binge drinks. On average, underage drinkers consume more drinks per drinking occasion than adult drinkers. In 2010, there were approximately 189,000 emergency rooms visits by persons under age 21 for injuries and other conditions linked to alcohol.

Youth who drink alcohol are more likely to experience

& School problems, such as higher absence and poor or failing grades.

& Legal problems, such as arrest for driving or physically hurting someone while drunk.

& Physical problems, such as hangovers or illnesses.

& Unwanted, unplanned, and unprotected sexual activity.

& Disruption of normal growth and sexual development.

& Physical and sexual assault.

& Higher risk for suicide and homicide.

& Alcohol-related car crashes and other unintentional injuries.

& Memory problems.

& Abuse of other drugs.

& Changes in brain development that may have life-long effects.

& Death from alcohol poisoning.

According to the National Institute on Drug Abuse, illicit drug use among teenagers remains high, largely due to increasing popularity of marijuana. Marijuana use by adolescents declined from the late 1990s until the mid-to-late 2000s, but has been on the increase since then. In 2013, 7.0 percent of 8th graders, 18.0 percent of 10th graders, and 22.7 percent of 12th graders used marijuana in the past month, up from 5.8 percent, 13.8 percent, and 19.4 percent in 2008. Daily use has also increased; 6.5 percent of 12th graders now use marijuana every day, compared to 5 percent in the mid-2000s.

Rising marijuana use reflects changing perceptions and attitudes. Historically, as perception of risks goes down, use goes up (and vice versa). Young people are showing less disapproval of marijuana use and decreased perception that marijuana is dangerous. The growing perception of marijuana as a safe drug may reflect recent public discussions over ?medical marijuana? and movements to legalize the drug for adult recreational use in some states.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Prescription drug abuse is when someone takes a medication that was prescribed for someone else or takes their own prescription in a way not intended by a doctor or for a different reason?like to get high. It has become a big health issue because of the dangers, particularly the danger of abusing prescription pain medications. For teens, it is a growing problem:

&After marijuana and alcohol, prescription drugs are the most commonly abused substances by Americans age 14 and older.

&Teens abuse prescription drugs for a number of reasons, such as to get high, to stop pain, or because they think it will help them with school work.

&Most teens get prescription drugs they abuse from friends and relatives, sometimes without the person knowing.

&Boys and girls tend to abuse some types of prescription drugs for different reasons. For example, boys are more likely to abuse prescription stimulants to get high, while girls tend to abuse them to stay alert or to lose weight.

Another issue is when society gives these prescription medication ?cute? names such as:

&Opioids: Hillbilly heroin, oxy, OC, oxycotton, percs, happy pills, vikes.

&Depressants: barbs, reds, red birds, phennies, tooies, yellows, yellow jackets;
candy, downers, sleeping pills, tranks; A-minus, zombie pills

&Stimulants: Skippy, the smart drug, Vitamin R, bennies, black beauties, roses, hearts, speed, uppers.

Project Summary (Scope of Work)

The DARE program enables students to interact with police officers in a controlled, safe, classroom environment. This helps students and officers meet and understand each other in a friendly manner, instead of having to meet when a student commits a crime, or when officers must intervene in domestic disputes and severe family problems. The Surgeon General reports that positive effects have been demonstrated regarding attitudes towards the police.

It is also an important crime and violence prevention education program. The DARE program cites cases where assertiveness and self-defense education helped prevent students from being harmed. DARE officers also help schools when children are threatened, and their presence helps alleviate concerns about situations like school shootings and other threats of violence to children while at school.

According to the DARE website, 36 million children around the world 26 million in the U.S. ? are part of the program. The program is implemented in 75% of the nation's school districts, and 43 countries around the world. D.A.R.E. was one of the first national programs promoting zero tolerance. The D.A.R.E. program has received numerous accolades and awards for delivering the message to keep "kids off drugs" and remains widely popular.

The DARE program consists of ten, forty-five minute lessons that will be taught to the students of three elementary schools and one middle school in Palmetto Bay. Each student is provided with a DARE work book, which is used during every lesson. The students will also be provided with a DARE t-shirt to be worn during DARE class days, DARE graduation.

The students will be taught the health effects of using tobacco and alcohol, resistance strategies, responding to pressure, how to properly communicate, and what to do if they are bullied or see bullying occurring.

At the end of each DARE session students are asked to write a DARE essay. These essays

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

are read by the instructors as well as school administrators. During the DARE graduation ceremony the essay winners are announced and they are proved with special recognition in the form of a DARE Essay medal.

An estimated 300 students will be participating in the DARE lessons for the remainder of the 2014-2105 school year.

Two certified DARE instructors will be teaching the lessons to the students.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: Yes

Question: Do the Subrecipient and Implementing agencies understand that this is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement? Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement.

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 003 - Prevention and Education Programs

State Purpose Area: PE - Prevention and Education: Includes activities where individuals are served, directly or indirectly. Activities may include one-time events, services, or events and services that occur on a continual basis.

Activity Description

Activity: Prevention and Education
Target Group: Prevention and Education
Geographic Area: Suburban
Location Type: School, Elementary

Activity Description

Activity: Prevention and Education
Target Group: Prevention and Education
Geographic Area: Suburban
Location Type: School, Middle

Address(es) :

Coral Reef Elementary
7955 SW 152 Street
Palmetto Bay , FL 33157

Dr. Henry E. Perrine Academy of the Arts
8861 SW 168 Street
Palmetto Bay , FL 33157

Howard Drive Elementary
7750 SW 136 Street
Palmetto Bay , FL 33157

Southwood Middle School
16301 SW 80 Avenue
Palmetto Bay , FL 33157

Objectives and Measures

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3: Performance

Objective: PE1 - Report on JAG funding allocated for prevention and education

Measure: Part 1

How much JAG funding has been allocated for Prevention and Education? Please report in dollars (\$).

Goal: \$5220

Objective: PE2 - Provide prevention or education programs

Measure: Part 1

How many prevention or education programs will you implement?

Goal: 1

Measure: Part 2

Of the prevention or education programs to be implemented, how many will be substance abuse prevention or education programs?

Goal: 1

Measure: Part 3

What types of prevention or education programs will you provide? In your response, please list all that apply from the following choices:

Anti-gang, Anti-drug, Cognitive, Crime Prevention, Drug Prevention, Educational, Employment, Gang Resistance, GED, Housing, Job Skills, Mental Health, Mentoring, Pro-social, Substance Abuse, Truancy, Vocational, Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

Goal: The types of prevention education that we will provide; Anti-drug, Drug Prevention, Substance Abuse, Pro-Social, Decision Making Skills, Effective Communication, Dealing with Stress.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 050541068

Budget:

| Budget Category | Federal | Match | Total |
|-----------------------------|-------------------|---------------|-------------------|
| Salaries and Benefits | \$0.00 | \$0.00 | \$0.00 |
| Contractual Services | \$0.00 | \$0.00 | \$0.00 |
| Expenses | \$5,220.00 | \$0.00 | \$5,220.00 |
| Operating Capital Outlay | \$0.00 | \$0.00 | \$0.00 |
| Indirect Costs | \$0.00 | \$0.00 | \$0.00 |
| -- Totals -- | \$5,220.00 | \$0.00 | \$5,220.00 |
| Percentage | 100.0 | 0.0 | 100.0 |

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

DARE activity books: \$1025

DARE activity book (preschool): \$350

DARE graduation certificates: \$240

DARE pencils: \$380

DARE essay winner medal: \$90

DARE classic pin: \$300

DARE pin-on medal: \$125

DARE student t-shirts: \$2400

DARE instructor shirts: \$160

DARE instructor sweatshirt: \$120

DARE mascot plush lion: \$30

Grand Total \$5220

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: n/a

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: n/a

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: n/a

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: n/a

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: n/a

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: _____

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.



**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

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Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 19 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?ProgramID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/
 - Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - Code of Federal Regulations: www.gpo.gov/fdsys/
 - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
www.bja.gov/ProgramDetails.aspx?ProgramID=59.
 - United States Code: www.gpo.gov/fdsys/
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
 - State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>
 - State of Florida Statutes 215.971 (Agreements funded with federal or state assistance) and 215.985 (Transparency in government spending)
2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (www.ojp.usdoj.gov/financialguide/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations.

3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 19, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management ON-line)
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

6. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

7. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant recipient's

project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

13. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

16. Patents

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- c. Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

17. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at

www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. _____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

18. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules.;" § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

19. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

20. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

21. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

22. Grant Adjustments

- a. Subgrant recipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.

- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.

23. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

24. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

25. Access to Records

- a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

26. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dilis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.
- b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
 - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
 - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
 - (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
 - (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or online at info@fdle.state.fl.us, Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.
- k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- l. Americans with Disabilities Act
Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- m. Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G)
If the subgrant recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
 - (2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.
 - (3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.
- n. Limited English Proficiency (LEP)
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in

providing language services to LEP individuals, please see the website at www.lep.gov.
FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

- o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54)
If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
 - (2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
 - (3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- p. Equal Treatment for Faith Based Organizations
The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subgrantee also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/oct/equal_fbo.htm.

34. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

35. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact FDLE OCJG.

- (1) New construction
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.
 - c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

36. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subgrant recipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.
- b. **Specific Requirements:** The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant

recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

43. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

44. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

45. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

46. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

47. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

48. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all

constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

49. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

50. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

51. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to

www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

52. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

53. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

54. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

55. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

56. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

57. Additional Required Certifications

Employees Working Solely on a Single Federal Award

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

Sole Source

If the project requires a purchase of services or equipment from a sole source, the subgrant recipient must complete the Sole Source Justification for Services and Equipment Form. This form must be submitted upon application if applicable and pre-approval must be obtained. If the cost is below \$100,000, the form must be kept on file for review at monitoring. If the subgrantee is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

ADP Justification

The subgrant recipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained.

Confidential Funds Certificate

For all projects involved with confidential funds the subgrant recipient must submit a confidential funds certificate. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Chapter 8 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable.

Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

58. Timesheets

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

59. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

60. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

61. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well

as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.cffli.org).

62. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

63. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

64. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

65. System for Award Management (SAM)

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

66. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

67. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

68. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

69. Ballistic-Resistant and Stab Resistant Body Armor

Subgrant recipients that wish to purchase armor with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bia.gov/Funding/JAGFAQ.pdf.

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

70. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

71. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at

<http://oip.gov/financialguide/PostawardRequirements/chapter15page1.htm>

72. Environmental Requirements and Energy

For subgrants in excess of \$100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.

1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

73. Other Federal Funds

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

74. Monitoring

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

75. Unmanned Aerial Vehicles

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REPEALING RESOLUTION 2011-24; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council has determined that Resolution 2011-24 shall be repealed.

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

Section 1. Resolution 2011-24, attached hereto as Exhibit "A", is hereby repealed and shall have no further force or effect.

Section 2. This resolution shall become effective upon adoption.

PASSED and ADOPTED this ____ day of January, 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Katryn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lata _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

RESOLUTION NO. 2011-24

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC NOTIFICATION; ESTABLISHING A PROCESS BY WHICH THE PUBLIC RECEIVES A COURTESY NOTIFICATION OF PROPOSED TRAFFIC CALMING DEVICES PRIOR TO COMMENCEMENT OF SAID PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council has determined that it is appropriate to inform the public and affected neighborhood(s) prior to commencing activities that would procure any type of traffic calming device (including but not limited to traffic tables, traffic circles, and chicanes).

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

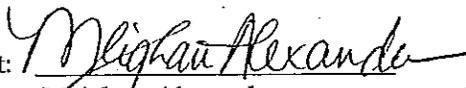
Section 1. The process for public notification prior to beginning a traffic device project is as follows:

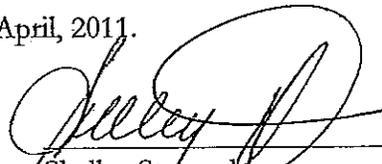
1. Staff determines that a traffic calming device is appropriate for a particular area and advises the Village Manager of their opinion.
2. The Village Manager shall place the proposed traffic calming device on the Agenda for a Committee of the Whole Meeting.
3. Fifteen days prior to the Committee of the Whole Meeting wherein the proposed traffic calming device will be discussed, staff shall provide a courtesy notice to each household within 500 feet of the proposed project via mailing or hand-delivering of postcards or other appropriate correspondence. Additionally, the proposed project shall be posted at Village Hall and prominently published on the Village's website.
4. Upon deliberation at the Committee of the Whole Meeting, staff will follow the Council's direction with regard to the proposed project.

Section 2. This resolution shall become effective upon adoption.

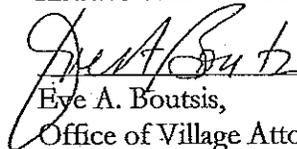
PASSED and ADOPTED this 4th day of April, 2011.

Attest:


Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eya A. Boutsis,
Office of Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore YES

Council Member Howard Tendrich YES

Council Member Joan Lindsay YES

Vice-Mayor Brian W. Pariser YES

Mayor Shelley Stanczyk YES

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF PALMETTO BAY, FLORIDA,
 EXPRESSING SUPPORT FOR THE DEVELOPMENT OF THE
 LUDLUM TRAIL AS A LINEAR PARK; PROVIDING FOR AN
 EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn.)**

WHEREAS, railroad tracks constructed for Henry Flagler's railroad in the 1920s and decommissioned by the Florida East Coast Railway 2002 could be preserved as a 72-acre linear park stretching 6.2 miles from Miami International Airport to the Dadeland North Station; and

WHEREAS, the Friends of the Ludlam Trail ("Ludlam Trail") and others, support the creation of a six (6)-mile walking, biking exercise path and linear park, from NW 7 Street to Dadeland South Station; and

WHEREAS, the Ludlam Trail will provide a world-class mobility corridor with wide paths, safe crossings and abundant vegetation; tie together a network of bikeways and greenways around Miami-Dade County and directly impacting thousands of South Miami-Dade County residents and businesses; and

WHEREAS, funds from the voter approved Land Conservation Trust on November 4, 2014, could be used for creation of this linear park;

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

Section 1. The Village Council supports the Friends of the Ludlam Trail in the development of the Ludlum Trail as outlined in Miami-Dade County's *Trail Design Guidelines and Standards: Ludlum Trail Case Study* and encourages the Miami-Dade Board of County Commissioners to take all steps necessary to pursue the creation of this new linear park.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED this ____ day of January, 2015.

Attest: _____
 Meighan J. Alexander
 Village Clerk

 Eugene Flinn
 Mayor

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

 Dexter W. Lehtinen
 Village Attorney

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FINAL VOTE AT ADOPTION:

- Council Member Karyn Cunningham _____
- Council Member Tim Schaffer _____
- Council Member Larissa Siegel Lara _____
- Vice-Mayor John DuBois _____
- Mayor Eugene Flinn _____

RESOLUTION NO. 2015-

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO STATE LEGISLATIVE SERVICES; RATIFYING AND APPROVING AN EXTENSION TO THE CONTRACT WITH RONALD L. BOOK, P.A. AND ROBERT M. LEVY FOR STATE LEGISLATIVE SERVICES IN THE AMOUNT OF \$3,500 PER MONTH FOR A ONE YEAR PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted Resolution No. 2012-03 awarding a contract to the joint venture of Ronald L. Book, P.A. and Robert M. Levy to provide legislative services. Said contract with an expiration date of January 1, 2014, attached hereto as Exhibit "A", allowed for three one-year extensions; and

WHEREAS, on January 6, 2014 the Village Council adopted Resolution No. 2014-04 approving the first one-year contract extension for the period of January 1, 2014 through January 1, 2015; and

WHEREAS, the team has one again represented the Village's desires to ratify and extend the contract for the second time for the joint venture for one year through January 1, 2016.

WHEREAS, Village Administration recommends that it is in the best interest of the Village to extend the contract to expire on January 1, 2016.

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

Section 1. Ratification of the contract and extension through January 1, 2016 is hereby approved.

Section 2. The approved compensation, as budgeted, shall not exceed \$3,500 per month through January 1, 2016.

Section 3. This resolution shall be effective upon passage.

PASSED AND ADOPTED this ____ day of January, 2015.

Attest:

Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Katryn Cunningham _____
Council Member Tim Schaffer _____
Council Member Larissa Siegel Lara _____
Vice-Mayor John DuBois _____
Mayor Eugene Flinn _____

RESOLUTION NO. 2014-04

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO STATE LEGISLATIVE SERVICES; RATIFYING AND APPROVING AN EXTENSION TO THE CONTRACT WITH RONALD L. BOOK, P.A. AND ROBERT M. LEVY FOR STATE LEGISLATIVE SERVICES IN THE AMOUNT OF \$3,500 PER MONTH FOR A ONE YEAR PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted Resolution No. 2012-03 awarding a contract to the joint venture of Ronald L. Book, P.A. and Robert M. Levy to provide legislative services. Said contract with an expiration date of January 1, 2014, attached hereto as Exhibit "A", allowed for three one-year extensions; and

WHEREAS, this team has represented the Village's desires to ratify and extend the contract for the joint venture for one year through January 1, 2015.

WHEREAS, Village Administration recommends that it is in the best interest of the Village to extend the contract to expire on January 1, 2015.

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

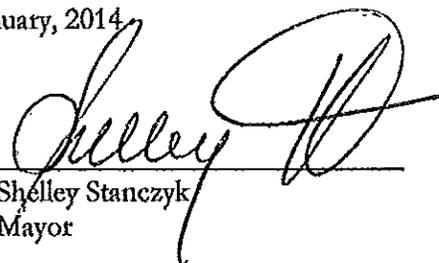
Section 1. Ratification of the contract and extension through January 1, 2015 is hereby approved.

Section 2. The approved compensation, as budgeted, shall not exceed \$3,500 per month through January 1, 2015.

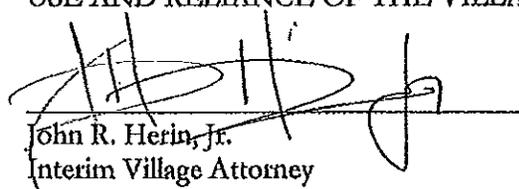
Section 3. This resolution shall be effective upon passage.

PASSED AND ADOPTED this 6th day of January, 2014.

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

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


John R. Herin, Jr.
Interim Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore YES

Council Member Tim Schaffer YES

Council Member Joan Lindsay YES

Vice-Mayor John DuBois YES

Mayor Shelley Stanczyk YES

RESOLUTION NO. 2012- 03

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO STATE LEGISLATIVE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH ROBERT LEVY & RONALD L. BOOK, P.A. FOR STATE LEGISLATIVE SERVICES IN THE AMOUNT OF \$3,500.00 PER MONTH FOR A PERIOD OF TWO (2) YEARS WITH THE OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR TERMS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted Resolution No. 2011-81 approving the selection of Ronald L. Book, P.A. and Robert M. Levy and Associates to provide legislative services and other related duties at the state level; and

WHEREAS, under Resolution No. 2011-81, the Village Manager was authorized to enter into contract negotiations with the firm Ronald L. Book, P.A. and Robert M. Levy and Associates.

WHEREAS, the agreed to compensation, shall not exceed \$3,500 per month for the period of January 2012 through January 2014.

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

Section 1. The Village Manager is authorized to enter into agreement with Ronald L. Book, P.A. and Robert M. Levy and Associates for legislative services and other related duties at the state level; and

Section 2. The approved compensation, as budgeted, shall not exceed \$3,500 per month.

Section 3. This resolution shall be effective upon passage.

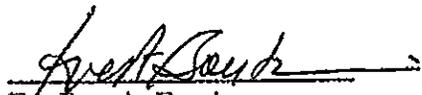
PASSED and ADOPTED this 9th day of January, 2012.

Attest:


Meghan Alexander
Village Clerk


Shelley Stanczyk
Village Mayor

READ AND APPROVED AS TO FORM:


Eve Boutsis, Esquire
Village Attorney

FINAL VOTE AT ADOPTION:

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



**VILLAGE OF PALMETTO BAY
AGREEMENT FOR STATE OF FLORIDA LOBBYING SERVICES**

THIS AGREEMENT, made and entered into this 10th day of January, 2012 by and between:

VILLAGE OF PALMETTO BAY, FLORIDA
a municipal corporation
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
(hereinafter referred to as "VILLAGE")

and

RONALD L. BOOK, P.A. and ROBERT M. LEVY
Harbour Centre
18851 NE 29th Avenue, Suite 1010
Aventura, FL 33180
(hereinafter referred to as "CONSULTANT")

Section 1 - General Information

The Village of Palmetto Bay is contracting for the services of legislative consultant(s) for matters in which the Village may need professional representation before the Florida Legislature, Administrative and Regulatory Agencies and Departments, the Governor and Cabinet, etc. Such services shall include attending state legislative committee hearings and meetings, rule-making proceedings and administrative or legislative agency meetings. This contract's services shall include but not necessarily be limited to: scheduled, extended and special legislative sessions and meetings; state administrative and agency hearings, meetings or rule making proceedings; legal, grant and legislative consulting services for the period of January 1, 2012 through January 1, 2014, with payments not to exceed \$3,500 per month. This contract is for two (2) years, with the option to extend the contract for three (3) one-year terms. This agreement may be terminated by either party with at least a ninety (90) day notice.

The consultant shall agree to be available at all times upon reasonable request to meet with Village officials and to attend meetings, represent the interests of the Village, and act as a liaison between the Village and all branches, departments and agencies of State government, at any legislative committee or meetings with the Governor, Cabinet, or Cabinet members or state agencies.

The consultant shall maintain a year round presence in Tallahassee, Florida and also a staffed office presence during the legislative sessions. Consultant must have an in-depth knowledge of issues and programs affecting the Village and have an outstanding record of accomplishment in representing local governments, particularly in the grant funding area.

Section II - Professional Services Required

The consultant shall provide the following services to the Village:

1. Review, on a continuing basis, existing and proposed State policies, programs and legislation affecting the Village.
2. Assist the Village in the development of its legislative program. The scope of the legislative program should include all Village Departments and functions.
3. Provide specific assistance to the Village in the identification, development, application, and approval of funding requests, grants, and appropriations for all Village Departments and functions.
4. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative sessions relative to the Village's legislative program or other issues that may impact the Village.
5. Work with Village staff and the Miami-Dade legislative delegation to develop legislation rules, etc., impacting the Village.
6. Develop and evaluate strategy for the support, opposition or amendment of legislation rules, etc., impacting the Village.
7. Testify and lobby before legislature, Governor, and Cabinet as necessary on behalf of the Village.
8. Appear and testify before state agency hearings, budget meetings, rule-making or other administrative agency or legislative meetings on behalf of the Village.
9. Upon request, schedule and coordinate meetings between Village officials and appropriate State legislators.
10. Provide staff, office and logistical support to Village officials while in Tallahassee.
11. Prepare written status reports to the Village. Such reports shall be as detailed as necessary and include updates on the Village's legislative program and funding requests.

Section III - General Terms and Conditions

This agreement is for a period of two (2) years, with the option to extend the contract for three (3) one-year terms. This agreement may be terminated by either party with at least a ninety (90) day notice. The following terms and conditions shall also apply:

1. The Village shall provide a monthly retainer in the total amount of \$3,500 for the above referenced services. The monthly retainer shall include all the fees, including consultant travel, postage, telephone, etc. Additional extraordinary expenses may be allowable on a pre-approved case by case basis. After the end of

contract year one (1), compensation under this provision may be re-opened for negotiation based upon consultant performance.

- 2. The consultant shall report to the Village Manager, or assigned designee.
- 3. The consultant shall be an independent consultant under this agreement.
- 4. The consultant shall not represent clients in matters adverse to the Village, and shall make promptly known any conflicts or potential conflicts. If said conflicts cannot be satisfactorily resolved to the Village's satisfaction, the Village reserves the right to suspend and/or terminate the services of the consultant and procure same from other consultants.
- 5. The consultant acknowledges that he/she has not been convicted of public entity crime or placed on the convicted vendor list.

Section IV. - Sovereign Immunity And Attorney's Fees.

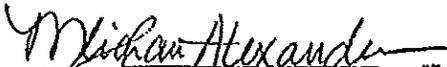
- 1. The Village Manager does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

Acknowledgement, Warranty and Acceptance:

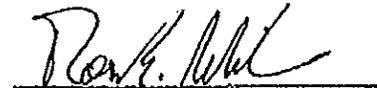
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:

VILLAGE OF PALMETTO BAY, a
Florida municipal corporation

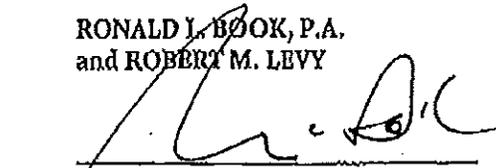


 Melghan Alexander,
 Village Clerk



 Ron E. Williams,
 Village Manager

RONALD L. BOOK, P.A.
and ROBERT M. LEVY



 Consultant

1/10/12
 Date:

Witness:

Renee Lemonier

Print Name:

Renee Lemonier

Print Name: