RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF $23,210.85; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the village for legal services rendered, and costs advanced, for the period ending December 21, 2011, in the amount of $23,210.85; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

Section 1. The statements for attorneys' fees and costs received from FIGUEREDO & BOUTSIS, P.A., in the total amount of $23,210.85, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this _____ day of January, 2012.

Attest: _____
Meighan Alexander
Village Clerk

_____
Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Howard J. Tendrich _____

Council Member Joan Lindsay _____

Vice-Mayor Brian W. Pariser _____

Mayor Shelley Stanczyk. _____

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF $23,210.85; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the village for legal services rendered, and costs advanced, for the period ending December 21, 2011, in the amount of $23,210.85; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

Section 1. The statements for attorneys' fees and costs received from FIGUEREDO & BOUTSIS, P.A., in the total amount of $23,210.85, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this _____ day of January, 2012.

Attest: _____
Meighan Alexander
Village Clerk

_____
Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Howard J. Tendrich _____

Council Member Joan Lindsay _____

Vice-Mayor Brian W. Pariser _____

Mayor Shelley Stanczyk. _____

FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

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

December 21, 2011

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

Re: STATEMENTS FOR PROFESSIONAL SERVICES
The Village of Palmetto Bay

Dear Mr. Williams:

Enclosed are our invoices for professional services rendered and for costs advanced for the period ending December 21, 2011 in the amount of $23,210.85. I have tabulated the amounts ***currently due*** on each individual file as follows:

Please deduct from Village Attorney Account No. 5143110, General Legal.				
0293-001	Non-Retainer Legal Services *Invoice No. 20337 dated 12/21/11*	Prof'l Services Disbursements **Total Due**	$	11,747.50 1,317.64 **13,065.14**
	Total		$	**13,065.14**
Please deduct from Village Attorney Account No. 5143140, Code Enforcement.				
0293-002	*Zoning Application* *Invoice No. 20338 dated 12/21/11*	Prof'l Services Disbursements **Total Due**	$	2,127.50 42.55 **2,170.05**
	Total		$	**2,170.05**
0293-027	*Palmer Trinity Private School vs. VPB-* *Invoice No. 20342 dated 12/22/11*	Prof'l Services Disbursements **Total Due**	$	6,586.00 1,296.82 **7,901.66**

0293-029	*Palmer Trinity Private School vs. VPB-Appeal* *Invoice No. 20340 dated 12/21/11*	Prof'l Services Disbursements **Total Due**	$	74.00 0.00 **74.00**
	Grand Total		$	**23,210.85**

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

Very truly yours,

Eve A. Boutsis
Office of the Village Attorney

EAB/lcm
Enclosures
cc: Mayor and Village Council

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

FIGUEREDO & BOUTSIS. P.A.
ATTORNEYS & COUNSELORS

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

Telephone No.: (305) 235-9344 Facsimile: (305) 235-9372

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

December 21, 2011
Matter ID: 0293-001
General Municipal-VPB
Invoice Number 20337

			Hours	Amount
11/22/2011	EAB	Attention to public records matters; and communications with Village Clerk.	0.30	55.50
11/22/2011	EAB	Research relating to FEC.	0.50	92.50
11/23/2011	EAB	Telephone conference with Mr. Ben Kuehne.	0.40	74.00
11/23/2011	EAB	Telephone conference with Mayor Shelley Stanczyk; drafted resolution relating to budget; telephone conference with Mrs. Meighan Alexander; attention to public records item; and telephone conference with Mr. Ron Williams.	0.60	111.00
11/23/2011	EAB	Revisions to policies.	5.00	925.00
11/28/2011	EAB	Attention to HR matters; meeting with Manager; meeting with Ms. Alexander, Mr. Williams, and Mayor Stanczyk; attention to agenda items; meeting with Mr. Williams and Mr. Desmond Chin; attention to personnel matters; telephone conference with Mayor Stanczyk; attention to public records; attention to pending items; and attention to COW agenda.	5.00	925.00
11/28/2011	EAB	Attended COW.	2.50	462.50
11/29/2011	EAB	Revised sign ordinance and memorandum.	1.00	185.00
11/29/2011	EAB	Telephone conference with Mrs. Fanny Carmona-Gonzalez on pending items.	0.30	55.50
11/29/2011	EAB	Revised and update draft ordinance and memorandum relating to Division 30-30, Cone of Silence.	0.50	92.50
11/29/2011	EAB	Attention to parks master plan item.	2.30	425.50
11/29/2011	EAB	Revised responses to tennis RFQ inquiries; telephone conference with Ms. Carmona-Gonzalez; and analyzed Non-Exclusive Use Agreement and Revised same.	1.50	277.50
11/29/2011	EAB	Telephone conference with Mr. Darby Delsalle regarding landscaping code.	0.30	55.50

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

11/30/2011	EAB	Communications with Ms. Carmona-Gonzalez regarding bid; communications with Mr. Delsalle; and reviewed edits to sign code.	0.60	111.00
11/30/2011	EAB	Telephone conference with Mr. Delsalle; attention to public records re: Somerset; and attention to pending items.	0.40	74.00
12/1/2011	EAB	Attention to FPL matter with other municipal counsel.	1.00	185.00
12/1/2011	EAB	Attention to public record request relating to charter school.	0.20	37.00
12/5/2011	EAB	Edited first addendum to tennis contract.	0.30	55.50
12/5/2011	EAB	Attended meeting with Mr. Ed Silva (.5); drafted bond letter; attended meeting with Mr. Delsalle (.5); attended meeting with Mr. Williams, Mr. Silva and Mr. Delsalle (different topics) (1.0); revised responses to bid questions and minutes; and provided direction regarding same.	4.30	795.50
12/5/2011	EAB	Attention to agenda items; telephone conference with Mr. Williams and Mayor Stanczyk regarding same.	1.00	185.00
12/5/2011	EAB	Attention to modified concessions RFP and CPI issues.	0.40	74.00
12/5/2011	EAB	Attended council meeting.	2.50	462.50
12/7/2011	EAB	Attention to pending items; telephone conference with Mr. Silva on building issue; meeting with Parks, and MDCCEPT.	2.00	370.00
12/8/2011	EAB	Attention to FCE matter.	0.40	74.00
12/8/2011	EAB	Attention to procurement.	0.30	55.50
12/8/2011	EAB	Telephone conference with Mr. Williams and telephone conference with Ms. Alexander.	0.40	74.00
12/9/2011	EAB	Analyzed other city and county codes relating to cone of silence and provided information to counsel; telephone conference with Mr. Williams; and telephone conference with VM Brian Pariser.	2.00	370.00
12/9/2011	EAB	Analyzed related contracts; drafted Edward Reese letter for Parks Dept; drafted cure letter to Current Builders; drafted letter to Thalatta bond company; and meeting with Mr. Silva regarding pending items.	2.50	462.50
12/12/2011	EAB	Attention to public records item; communications with Mr. Craig Collier.	0.40	74.00
12/12/2011	EAB	Communications wtih Mr. I. Barry Blaxberg.	0.20	37.00
12/13/2011	EAB	Attention to public record request and Parks ordinance; and telephone conference with Mr. Williams.	0.40	74.00
12/13/2011	EAB	Telephone conference with Mrs. Alexander; attention to calendar and deadlines; drafted village attorney update; telephone conference with Mr. Delsalle; and drafted repeal of Park Rule 20-63; attention to FPL matter.	2.00	370.00
12/14/2011	EAB	Meeting with Mr. Mike Murowski and Ms. Miriam Ramos; telephone conference with Mr. Williams; telephone conference with Ms.	3.00	555.00

		Carmona-Gonzalez; telephone conference with Ms. Alexander; drafted special council agenda and resolutions.		
12/15/2011	EAB	Revised January agenda items; telephone conferences with VM Pariser; telephone conference with Mr. Delsalle; telephone conference with Mr. Silva on pending building items.	1.50	277.50
12/15/2011	EAB	Attention to FPL matter; communications with City and County attorneys regarding same; drafted filing with state.	1.00	185.00
12/15/2011	EAB	Attention to RFPs.	0.50	92.50
12/15/2011	EAB	Communications with I. Barry Blaxberg and Mr. Silva on fire damaged condos.	0.40	74.00
12/16/2011	EAB	Follow up with Mr. Blaxberg.	0.20	37.00
12/16/2011	EAB	Prepared for and attended meeting with Mr. Hearin, Ms. Carmona, and Mr. Williams.	1.50	277.50
12/16/2011	EAB	Follow up on FPL matter.	0.30	55.50
12/19/2011	EAB	Continued to draft edits to job descriptions, classifications, etc.	9.00	1,665.00
12/19/2011	EAB	Attention to Current Builders matter.	0.30	55.50
12/19/2011	EAB	Attended special council meeting.	0.60	111.00
12/20/2011	EAB	Communications with CPs relating to MDCCEPT inquiry.	0.50	92.50
12/20/2011	EAB	Attention to CB matter; Attention to bond letters, electrical letters; communications with PW on pending items; telephone conference with Mr. Silva on pending items; and communications with Ms. Olga Cadaval regarding HR plans.	1.00	185.00
12/20/2011	EAB	Follow up with Ms. Irma Cohen of Florida League.	0.20	37.00
12/20/2011	EAB	Attention to and revised Alcoholic Beverages Ordinance and cover memo; sign ordinance; and telephone conference with Mr. Delsalle.	1.00	185.00
12/21/2011	EAB	Follow up with I. Mr. Blaxberg; follow up with Mr. John Shubin; telephone conference with Mr. Shubin; telephone conference with Mr. Williams; follow up with Mr. Ed Silva; and telephone conference with Mr. Silva.	1.00	185.00
		Total Professional Services		11,747.50

Rate Summary

Eve A. Boutsis	63.50 hours at $185.00/hr	11,747.50
Total hours:	63.50	11,747.50

Disbursements

11/30/2010	Database Legal research	268.69

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

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10/31/2011	Database Legal research	814.00
12/21/2011	Disbursements incurred - 2.0%	234.95

Payments and Credits

12/6/2011	Check No.: 13985	13,663.78
12/15/2011	Check No.: 002136	11,636.70
	Sub-total Payments:	25,300.48

For Professional Services	11,747.50
For Disbursements Incurred	1,317.64
Current Balance:	13,065.14
Previous Balance:	25,300.48
Payments - Thank you	25,300.48
Total Due	**13,065.14**

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

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

FIGUEREDO & BOUTSIS. P.A.
ATTORNEYS & COUNSELORS

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

Telephone No.: (305) 235-9344 Facsimile: (305) 235-9372

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

December 21, 2011
Matter ID: 0293-002
Zoning Applications
Invoice Number 20338

			Hours	Amount
11/22/2011	EAB	Communications with Mr. Darby Delsalle; attention to Charter School matter.	0.50	92.50
11/29/2011	EAB	Telephone conference with Mr. Delsalle and Mr. Efren Nunez on pending items.	0.30	55.50
12/8/2011	EAB	Telephone conference with Mr. Delsalle; telephone conference with Ms. Meighan Alexander; and telephone conference with CP Joan Lindsay.	1.00	185.00
12/12/2011	EAB	Telephone conference with Mayor Shelley Stanczyk; telephone conference with CP Patrick Fiore; telephone conference with Mr. Delsalle; telephone conference with Ms. Alexander; and attention to P&Z agenda items.	2.00	370.00
12/12/2011	EAB	Meeting with Mayor Stanczyk, Mrs. Alexander, and Mr. Williams; telephone conference with Mr. Ron Williams and CP Howard Tendrich; telephone conference with Mr. Williams and VM Brian Pariser.	4.00	740.00
12/13/2011	EAB	After action on P&Z item.	0.40	74.00
12/13/2011	EAB	Communications with Mr. Ed Silver; communications with Mr. Jerry Proctor.	0.40	74.00
12/15/2011	EAB	Drafted zoning resolutions; edited same; telephone conference with Mr. Delsalle; and communications with Ms. Alexander.	2.30	425.50
12/16/2011	EAB	Attention to Mr. Scott Silver inquiry relating to CP.	0.30	55.50
12/16/2011	EAB	Telephone conference with Mr. Delsalle and discussion with Mrs. Alexander on zoning resolutions.	0.30	55.50
		Total Professional Services		2,127.50

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

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Rate Summary

	Eve A. Boutsis	11.50 hours at $185.00/hr	2,127.50
	Total hours:	11.50	2,127.50
12/21/2011	Disbursements incurred - 2.0%		42.55

Payments and Credits

12/6/2011	Check No.: 13985	6,679.98
12/15/2011	Check No.: 002136	2,226.66
	Sub-total Payments:	8,906.64

For Professional Services	2,127.50
For Disbursements Incurred	42.55
Current Balance:	2,170.05
Previous Balance:	8,906.64
Payments - Thank you	8,906.64
Total Due	**2,170.05**

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

FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

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

Telephone: (305) 235-9344 Facsimile: (305) 235-9372

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

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

Invoice Number 20342

			Hours	Amount
11/23/2011	EAB	Continued production of documents (10 binders, plus); communications with Mrs. Meighan Alexander and Mayor Shelley Stanzkyc regarding same.	2.00	370.00
11/28/2011	EAB	Analyzed documents produced for Mayor's deposition; and attention to depositions.	1.00	185.00
11/29/2011	EAB	Communications with Mr. Ben Kuehne and League; and communications with Mr. Jeff Hochman and Mayor Stanczyk.	0.50	92.50
11/30/2011	EAB	Attended deposition preparation for Mayor Stanczyk with Mr. Jeff Hochman.	3.50	647.50
12/1/2011	EAB	Attention to deposition scheduling; communications with Mr. Hochman and Mr. Cleary.	1.00	185.00
12/5/2011	EAB	Continued follow up with Mr. Hochman and Mr. Cleary; and League regarding discovery and depositions; communications with Mayor Stanczyk regarding documents; telephone conference with Mr. Hochman; telephone conference with Mr. Julian Perez; and communications with witnesses.	1.00	185.00
12/6/2011	EAB	Prepared for and attended deposition of Mayor Stanczyk.	8.50	1,572.50
12/9/2011	EAB	Telephone conference with Mr. Perez; attended deposition preparation for Mr. Darby Delsalle, Mr. Perez, and Mr. Ed Silva.	3.00	555.00
12/12/2011	EAB	Attention to ILA.	0.30	55.50
12/14/2011	EAB	Attended depositions of Mr. Perez and Mr. George Knox.	7.00	1,295.00
12/15/2011	EAB	Attention to discovery responses.	1.00	185.00
12/16/2011	EAB	Communications with Mr. Hochman.	0.30	55.50
12/20/2011	EAB	Attended hearing on sanctions; after action.	3.50	647.50
12/20/2011	EAB	Attention to public records request; follow up with council, staff, etc., regarding same.	3.00	555.00

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

Total Professional Services	6,586.00

Rate Summary

Eve A. Boutsis	35.60 hours at $	185.00/hr	6,586.00

Total hours: 35.60

Expenses

11/17/2011	Courier charge	69.30
11/17/2011	Court reporter	1,129.00
12/6/2011	Parking Charge for attendance at Mayor Stanczyk's deposition	18.00
12/6/2011	Mileage for attendance at Mayor Stanczyk's deposition	15.84
12/14/2011	Parking Charge for attendance at Julian Perez' deposition.	18.00
12/14/2011	Mileage for attendance at Julian Perez' deposition.	15.84
12/20/2011	Parking Charge	15.00
12/20/2011	Mileage	15.84
	Sub-total Expenses:	1,296.82

Payments

12/15/2011	Payment	Check from Sean Celary 2735	370.00
		Sub-total Payments:	370.00

For Professional Services	6,586.00
For Disbursements Incurred	1,296.82
Current Balance:	7,882.82
Previous Balance:	388.84
Payments - Thank you	370.00
Total Due	7,901.66

Invoice Number: 20342

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

FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

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

Telephone: (305) 235-9344 Facsimile: (305) 235-9372

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

December 21, 2011
Matter ID: 0293-029
Palmer Trinity v. VPB - Appeal

Invoice Number 20340

			Hours	Amount
11/22/2011	EAB	Attention to appeal with Raul Cantero.	0.40	74.00
		Total Professional Services		74.00

Rate Summary

Eve A. Boutsis	0.40 hours at $	185.00/hr	74.00
Total hours:	0.40		

Payments

12/6/2011	Payment	Check No.: 13985	2,830.50
12/15/2011	Payment	Check No.: 002136	2,533.39
		Sub-total Payments:	5,363.89

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

For Professional Services	74.00
For Disbursements Incurred	0.00
Current Balance:	74.00
Previous Balance:	5,363.89
Payments - Thank you	5,363.89
Total Due	74.00

Invoice Number: 20340

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

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR WHITE & CASE IN THE AMOUNT OF $5,344.05; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, WHITE & CASE, submitted its statements to the village for legal services rendered, and costs advanced, for the period ending November 30, 2011, in the amount of $5,344.05; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

Section 1. The statements for attorneys' fees and costs received from WHITE & CASE, in the total amount of $5,344.05, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this ___ day of January, 2012.

Attest: _____

Meighan Alexander
Village Clerk

_____

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

_____

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

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Howard J. Tendrich _____

Council Member Joan Lindsay _____

Vice-Mayor Brian W. Pariser _____

Mayor Shelley Stanczyk. _____

WHITE & CASE

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

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

Federal Identification Number 13-5605970

December 22, 2011
Invoice No. 992467

REMITTANCE COPY

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

FOR PROFESSIONAL SERVICES RENDERED in connection with the above-referenced matter for the period ending November 30, 2011	$	5,268.50
COSTS AND DISBURSEMENTS		75.55
TOTAL DUE	$	5,344.05

PAYMENT INSTRUCTIONS

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

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

WHITE & CASE

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

December 22, 2011
Invoice No. 992467

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

FOR PROFESSIONAL SERVICES RENDERED in connection with the above-referenced matter for the period ending November 30, 2011 as follows:

10/07/11	Conference with R. Cantero, D. Gersten and J. Kalbac.	HW WALKER	1.30	767.00
11/01/11	Reviewed Palmer Trinity's reply brief.	E GOLDENBERG	.90	378.00
11/02/11	Receive and review email from E. Boutsis re: noncompliance of buffer wall with site plan.	R CANTERO	.10	62.50
11/02/11	E-mail correspondence with Eve Boutsis and R. Cantero re: permit issues.	E GOLDENBERG	.40	168.00
11/02/11	Scanned key documents to Case Management Database. Updated pleading and correspondence indexes and organized files.	K GONZALEZ	.30	18.00
11/10/11	Telephone conversation with D. Gersten re: settlement; email to D. Gersten re: same.	R CANTERO	.30	187.50
11/17/11	Review legal files in preparation for meeting with Village Council.	R CANTERO	5.90	3,687.50
	TOTAL PROFESSIONAL FEES		**$**	**5,268.50**

COSTS AND DISBURSEMENTS

Courier Service		35.50
Photocopying		24.36
Postage		1.92
Mileage		13.77
TOTAL COSTS AND DISBURSEMENTS	**$**	**75.55**

TOTAL	**$**	**5,344.05**

TIME SUMMARY

TIMEKEEPER	TITLE	RATE	HOURS	FEES
HW WALKER	Partner	590.00	1.30	767.00
R CANTERO	Partner	625.00	6.30	3,937.50
E GOLDENBERG	Counsel	420.00	1.30	546.00
K GONZALEZ	Legal Assistant	60.00	0.30	18.00
	TOTALS		9.20	5,268.50

Item 4C

To: Honorable Mayor, Vice Mayor & Village Council

Date: January 9, 2012

From: Ron E. Williams, Village Manager

Re: Production/Branding for Launch Phase of Government Access TV

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

BACKGROUND AND ANALYSIS:

The Village entered into an agreement with Comcast in May 2011, to provide government access cable-television coverage of public meetings in the Village of Palmetto Bay – in order to enhance a "government transparency" through convenient, efficient, real-time public access to the local governing process. The desired outcome of this new communications platform is to expand the Village's overall communications mission of enhancing community awareness of and increasing public participation in the governing process.

Upon achieving the technical capacity through its vendor, Comcast, to activate a Government Access TV Channel in Fall 2011, the Village initiated real-time broadcasting via Comcast Channel 77 on Nov. 7, 2011, with the live broadcast of the Village's November Regular Council Meeting.

The Village activated this broadcasting service with the clear understanding that in order to be authorized by Section 610.109, Florida Statutes 2009, related to Public, Educational, and Governmental Access, the channel must be used for programming within the municipality for at least 10 hours per day, of which five hours must be non-repeat programming. In other words, for every 10 hours of "on-air time," five hours must be unique programming (i.e.: feature videos; public meetings; local interview, news, and entertainment segments; etc.) Static information screens or bulletin-board programming shall not count toward this 10-hour requirement. The Statute further stipulates that if the municipality fails to meet this utilization criterion, the cable service provider may reprogram the channel at its discretion.

Now in our second month since activation, and fortified with anecdotal evidence of public support of live coverage of meetings, staff is at a crossroads: We must act in good faith by making reasonable assurances to Comcast that programming will meet the Government Access Channel Statute – or jeopardize disqualification. (Quantitative measurement of viewership, or "market share," is not offered by Comcast.) Staff must now move forward by capitalizing on this new medium, audio/video communication, which to date has been significantly underutilized by the Village due to technical and staffing constraints. We have facility, we have the technology, we have a vendor, we have public support.

Government Access TV is the missing link in the Village's overall communications program. It will complement the Village's communication goals alongside live-streaming video via internet, e-newsletters, an interactive website, social media, etc.

The Village Communications Office maintains an existing video inventory totaling about just over an hour and a half of high-quality features (State-of-the-Village videos, local history footage, coverage of several recent Village-hosted events, and good-quality slideshows). This existing video inventory, coupled with a monthly average of eight hours of archived public meetings, puts us well within the parameters of the base-programming requirements for non-commercial programming on a Government Access Channel. What we lack is a formal agreement with a professional and technical expert, ASAP Brands, that can successfully and swiftly compile the various video components into a single 10-12 hour package to air on a continuous loop, twice daily. (And despite the fact that static announcements and bulletin-boards do not meet the State's programming requirements, those static slides must still be conceived, written, created, packaged, inserted, and regularly updated in such a fashion that we may offer a smooth flow of the required Government Access programming.)

ASAP Brands has the experience to design, configure, and customize a 10-12 hour program package that ensures we meet the State requirement, provide strong creative and technical expertise in developing a quality "brand" for our new TV-77 product, and manage the entire project from creative concept and content to final product. This is the crucial first phase in the evolution of a high-quality communications product.

This agreement, presented as a result of competitive negotiations with ASAP Brands, Inc., includes the following services/deliverables:

- Creation of promotional graphics for Channel 77, as well as configuration of existing footage of Council Meetings, classic-arts download, and images from the Village archive to create 10-12 hours of on-air run time scheduled to play on a loop.
- Creation of a branding concept and graphics package that will include the Channel 77 logo package and various other content-specific transition and intro-motion graphics;
- Editing of a :30 station promotion;
- Write script and arrange voice-over talent; and
- Project management from creative concept to final content, including monthly updates, conceptual research, an onsite-survey and evaluation of Palmetto Bay studio equipment, development of deliverables, art direction, content research, planning, supervision, and coordination.

FISCAL/BUDGETARY IMPACT:
Total Phase 1 Investment: $ 25,000.00

RECOMMENDATION:
Approval.

RESOLUTION NO. _____

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

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

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

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

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

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

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 ASAP Brands, Inc., for Government Access TV programming and management, as attached hereto as Exhibit "A."

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

PASSED and **ADOPTED** this 9th day of January, 2012.

ATTEST:_____ _____

Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

READ AND APPROVED AS TO FORM:

_____

Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Howard J. Tendrich _____

Council Member Joan S. Lindsay _____

Vice-Mayor Brian W. Pariser _____

Mayor Shelley Stanczyk _____

EXHIBIT "A"

asap

alex schreer advertising + promotions

December 16, 2011

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

RE: **CHANNEL 77 BRANDING AGREEMENT**

Dear Bill,

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

About the ASAP Brand

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

What We Believe

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

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

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

ASAP Scope of Work
Deliverables and Compensation

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

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

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

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

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

Deliverables *

Production:
ASAP will shoot B roll of landmarks in Village of Palmetto Bay for :30 second promotional graphics and Station IDs with voice over (members of the community if available, ie: directors, commissioners and notables from the Village of Palmetto Bay).
ASAP will schedule all content order with Public Information Officer
ASAP will develop script with Public Information Officer approval
ASAP will provide voice over talent.

Graphics:
ASAP will create a 2D graphics package based on the station logo, colors and fonts including the following:
(1) Channel 77 ID intro motion graphic
(1) Channel 77 bumper motion graphic
(1) Channel 77 transition motion graphic
(1) generic show introduction motion graphic that can be used for future programming
(1) generic underwriting motion graphic that can be used for future underwriting sponsorships

Deliverables *, continued

Post Production:
Edit :30 second promo about Channel 77
Add text to graphics
Edit blocks of content
Addition editing for acquired content
Encode all files for server and upload to server and unload to server for viewing

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

* See attached timeline of deliverables

Compensation

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

Phase 1 Investment Detail:

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

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

Terms and Conditions

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

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

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

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

The ASAP Approach

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

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

Sincerely,

Alex N. Schreer
ASAP Direct, Inc.

Village of Palmetto Bay

_____ _____

Bill Kress or Authorized Representative — date
Village of Palmetto Bay

asap

alex schreer advertising + promotions

Village of Palmetto Bay
Channel 77
proposed timeline of deliverables

Week 1
ASAP will assist VPB in uploading current council meeting to Channel 77.

Week 2
ASAP to present station call letters and tagline, slogan, rejoins and slogans to VPB. With approval of this step, ASAP will proceed with Station ID production

Week 3
Begin scouting key locations for :30 intro. Identify with PIO final list of core "beauty shots" for current and future use

Week 4
Prepare w/ PIO a :30 script for introduction that will overlay key locations and welcome to Channel 77.

Week 5
Begin filming for key locations and possible key members of community for station identification.

Week 6 & 7
ASAP will begin post production efforts on recordings and all supplied video on file to create loop of Channel 77 content.

Week 8
Continue post production and add voice overs to intro :30 key location motion graphics, rejoins and possible underwriting sponsors..

Weeks 9 & 10
ASAP will begin assigning graphic art/lettering to all motion graphics including intro, :30 key location clip, rejoins and supplied content for brand continuity.

Week 11
Begin finalized order of content with VPB PIO for overall presentation and prepare file for server and upload to server

Week 12
Begin process of final master run to VPB studio and beta test all content

Week 13
Upload and roll out presentation of Channel 77 to VPB residents.

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Item 4D

To: Honorable Mayor and Village Council

Date: January 9, 2012

From: Ron E. Williams, Village Manager

Re: State Legislative Services

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.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay incorporated to improve service delivery to its residents. With that in mind, the Village has been extremely aggressive in pursuing alternative funding opportunities which enable the Village to implement projects and not create a tax burden for its residents. A competitive bid process was followed for State Legislative Services with the issuance of Request for Qualifications – RFQ No.VM-2011-01 on October 17, 2011. There were a total of five (5) firms that requested and received the RFQ packet. Ronald L. Book, P.A. and Robert M. Levy and Associates was the only firm to submit a sealed proposal on November 17, 2011.

An agreement has been negotiated with Ronald L. Book, P.A. and Robert M. Levy and Associates from January 2012 through January 2014, with payments not to exceed $3,500 per month.

BUDGETARY IMPACT:

Funding for this has been appropriated.

RECOMMENDATION:

Approval.

RESOLUTION NO. 2012-

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: _____

Meighan Alexander
Village Clerk

_____

Shelley Stanczyk
Village Mayor

VILLAGE OF PALMETTO BAY
AGREEMENT FOR STATE OF FLORIDA LOBBYING SERVICES

THIS AGREEMENT, made and entered into this ____ 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

_____

Meighan Alexander,
Village Clerk

_____

Ron E. Williams,
Village Manager

RONALD L. BOOK, P.A.
and ROBERT M. LEVY

_____

Consultant

_____

Date:

Witness:

_____

Print Name:

_____

Print Name: