

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 \$14,728; AND 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 September 30, 2015, in the amount of \$14,728; 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 \$14,728, 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 November, 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

1 FINAL VOTE AT ADOPTION:  
2  
3 Council Member Karyn Cunningham \_\_\_\_\_  
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5 Council Member Tim Schaffer \_\_\_\_\_  
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7 Council Member Larissa Siegel Lara \_\_\_\_\_  
8  
9 Vice-Mayor John DuBois \_\_\_\_\_  
10  
11 Mayor Eugene Flinn \_\_\_\_\_  
12  
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**Lehtinen Schultz Riedi Catalano Fuente**  
**1111 Brickell Avenue, Suite 2200**  
**Miami, Florida 33131**

**September 2015**  
**Village of Palmetto Bay**

Statement Period: **September 2015**  
Client: **Village of Palmetto Bay, Florida**

<u>Date</u>	<u>Individual</u>	<u>Subject</u>	<u>Time</u>
<b><u>General Government</u></b>			
9/8	DL	Attend Regular Village Council meeting; confer with staff and prepare for Council meeting	6.8
9/9	DL	Special Council meeting of the Village Council; attend and prepare for meeting in advance	3.6
9/14	DL	Meet with Village Manager regarding upcoming issues; confer with staff	1.8
9/16	DL	Confer with staff regarding pending issues for upcoming meetings; agenda review meeting	1.4
9/17	DL	Meeting of Charter Revision Commission; meet with Village Manager regarding various issues, including maintenance Contract provisions	4.3
9/21	DL	Attend Special Village Council Budget meeting (Second/Final Budget session); prepare for meeting	2.7
9/21	CR	Review agreement with Tip Top Enterprises for lawn maintenance of parks; confer with Lehtinen; call Parks Director	0.7
9/23	DL	Meet with Village Clerk to sign resolutions, etc; discuss upcoming issues with Mayor, Manager, Riedi	1.7
9/23	CR	Review contracts for festival promoters; e-mail to Manager's Office and Personnel Office; confer with Lehtinen; e-mail to Finance regarding liens on Acosta/Rodriguez property	0.7

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

**September 2015/Village of Palmetto Bay**  
(continued – page two)

**General Government (continued)**

9/25	DL	Discussion with Alexander School representatives and Village Manager regarding Village Charter; confer with Council Members; meet regarding resolutions	2.4
9/25	CR	Call from Vanessa concerning lien; conference call with Council Member	1.3
9/28	CR	Prepare form services agreement to be used by Village for all future service agreements; various discussions concerning release of superiority liens; e-mail to opposing counsel regarding partial release of lien	4.5
9/28	DL	Meet with Village Manager regarding contracts and possible acquisition of open space/park property	1.0
9/29	CR	Draft agreement for craft festival promoter; e-mail Manager's office; confer with Finance and closing agent concerning Rodriguez payoff of lien	2.4
9/30	CR	Research Florida law regarding the use of a person's likeness in a photograph; draft memorandum of law to Lehtinen concerning same; research Florida law regarding enforcement of municipal ordinances through circuit court action for mandatory injunction; draft memorandum to Lehtinen concerning same; telephone call with Lehtinen	5.6

**Zoning/Land Use**

9/9	DL	Attend Village Council Zoning meeting Re: Palmer Trinity School amendments; discussion with Palmer Trinity attorney; prepare for meeting	2.6
9/21	DL	Attend Village Council Zoning meeting/hearings; confer with staff regarding zoning requests and special taxing district; prepare for meeting	3.2

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

**September 2015/Village of Palmetto Bay**  
(continued – page three)

**Zoning/Land Use (continued)**

9/28	DL	Meet with Planning Director regarding legal aspects of transfer Of development rights (TDRs); review issues regarding Miami-Dade Fire Department revised site plan application	1.8
9/29	JC	Review and analyze agreement for sale and purchase, easement, deed, and release documentation in connection with South Motors; confer with J. Loumiet; review questions relating to site plan and phasing plan; follow-up with Planning Director regarding same	2.3
9/29	BF	Review comments to South Motors easement; research Land Development Code re: easement and parks issues; revise Easement	0.4
9/30	DL	Confer/meet with Manager and Planning Director regarding proposed resolutions	1.2

**Human Resources (Personnel)**

9/17	DL	Discussion with Village Manager regarding personnel termination policies and application to various facts; review Village personnel policies	1.1
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**Litigation**

9/1	CR	Review stipulation of settlement and various drafts of resolutions concerning Palmer Trinity School litigation; confer with Lehtinen; research possible causes of action for trespass and other torts by public agencies	2.0
9/2	DL	Review of proposed settlement terms in Palmer Trinity litigation; discussion with Riedi and with Manager regarding unacceptable terms proposed to be added by Palmer Trinity; preparation for meeting next day	2.9

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

**September 2015/Village of Palmetto Bay**  
(continued – page four)

**Litigation (continued)**

9/2	CR	Various telephone calls with opposing counsel and Lehtinen about resolution and settlement agreement (Palmer Trinity); call from Manager concerning same; e-mails from/to Clerk concerning notice; e-mail from Plaintiff's counsel concerning fire station settlement; e-mail to Lehtinen concerning same	2.0
9/3	DL	Meeting regarding possible Palmer Trinity School lawsuit settlement with Manager, Palmer attorneys, Palmer Board Chairman, PB attorney Riedi; discussion of settlement issues, including effective date and conditions; preparation for meeting	3.1
9/3	CR	Attend meeting with Village Manager, Lehtinen, and Palmer Trinity representatives to clear up terms of settlement agreement; confer with Palmer Trinity counsel thereafter	1.3
9/9	CR	Attend court hearing to approve settlement negotiations (Palmer Trinity); various meetings with opposing counsel to discuss last-minute issues	2.0
9/11	CR	Review revised settlement agreement regarding fire station litigation; review new site plan and compare to original site plan; e-mail Lehtinen; review correspondence re: settlement; review Village Code	1.0
9/14	CR	Confer with Lehtinen concerning Palmer Trinity settlement; e-mail to Clerk concerning same	0.4
9/15	CR	Call Jeff Hochman (Fla League designated attorney) concerning Palmer Trinity settlement; review various resolutions regarding amended site plan; review order granting extension of time in fire station litigation; e-mail correspondence with Planning Director regarding landscaping plan for fire station	0.7
9/22	DL	Conference with Riedi regarding fire station litigation and possible settlement; discussion with Planning Director regarding potential settlement; review settlement issues	3.4

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

**September 2015/Village of Palmetto Bay**  
(continued – page five)

**Litigation (continued)**

9/23	CR	Review revised settlement agreement and modified site plan for fire station; various telephone calls with Lehtinen and Planning Director concerning revised settlement; e-mails to/from opposing counsel	1.8
9/23	DL	Review all materials regarding fire station settlement; discuss with Riedi and Planning Director potential problems	1.3
9/25	CR	Confer with opposing counsel; review settlement agreement (fire station)	0.3
9/28	CR	Review revised settlement agreement (Fire station);confer with opposing counsel; e-mail and telephone to/from Planning Director	1.3

**Total Fees**

Monthly total hours.....	77.0
Total fees due (@ \$190/hour.....)	\$ 14,630

**Reimbursable Expenses**

WestLaw computer research charge (at cost) (January).....	\$ 98
Total Reimbursable Expenses.....	\$ 98

**Total amount due (fees and expenses).....\$ 14,728**

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



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To: Honorable Mayor and Village Council

Date: November 2, 2015

From: Edward Silva, Village Manager

Re: Canal Maintenance Services

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**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 \$20,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

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 160<sup>th</sup> St Ditch canal as illustrated in the attached map titled "Village of Palmetto Bay, Canals and Drainage Areas." The Village is responsible

for maintaining aesthetic conditions of the following two small canals: SW Maral Estates Canal and the Belaire Section Canal in accordance with the Village's stormwater management plan. The only canal currently maintained by the County in the Village of Palmetto Bay is the SW 160<sup>TH</sup> 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 13<sup>th</sup>, 2014. Bids for canal maintenance services were received and opened and read aloud at a public meeting on February 12<sup>th</sup>, 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 3<sup>rd</sup>, 2014. 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.

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<sup>th</sup>, 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 \$20,000 is available to complete two (2) maintenance cycles in FY15-16 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 89<sup>TH</sup> Court, East of SW 92<sup>ND</sup> Avenue, North of SW 182<sup>ND</sup> Terrace, South of SW 178<sup>TH</sup> Terrace
- 2 SW Maral Estate  
West of SW 87<sup>TH</sup> Avenue, East of SW 87<sup>TH</sup> Court, North of SW 174<sup>TH</sup> Street, South of SW 168<sup>TH</sup> Street

**FISCAL/BUDGETARY IMPACT:**

Funding is available and budgeted for this item under "Special Revenue Funds – Stormwater Utility" in an amount not to exceed \$20,000 during Fiscal Year 2015-16.

**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 \$20,000; 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<sup>th</sup>, 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 160<sup>th</sup> St Ditch canal as illustrated in the attached map titled "Village of Palmetto Bay, Canals and Drainage Areas"; and,

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

WHEREAS, as per Resolution No. 2014-33, adopted April 7, 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 2015-2016 the Department anticipates expending \$20,000 for canal  
5 maintenance services as described in the bid scope of services; and  
6

7 **WHEREAS**, the Department of Public Services 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 15-16 in accordance with the  
18 terms and conditions detailed in contract #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 \$20,000.  
28

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

31  
32 **PASSED and ADOPTED** this \_\_\_\_ day of November 2015.  
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36 Attest: \_\_\_\_\_  
37 Meighan J. Alexander  
38 Village Clerk  
39

\_\_\_\_\_  
Eugene Flinn  
Mayor  
40

41 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
42 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:  
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1 Dexter W. Lehtinen

2 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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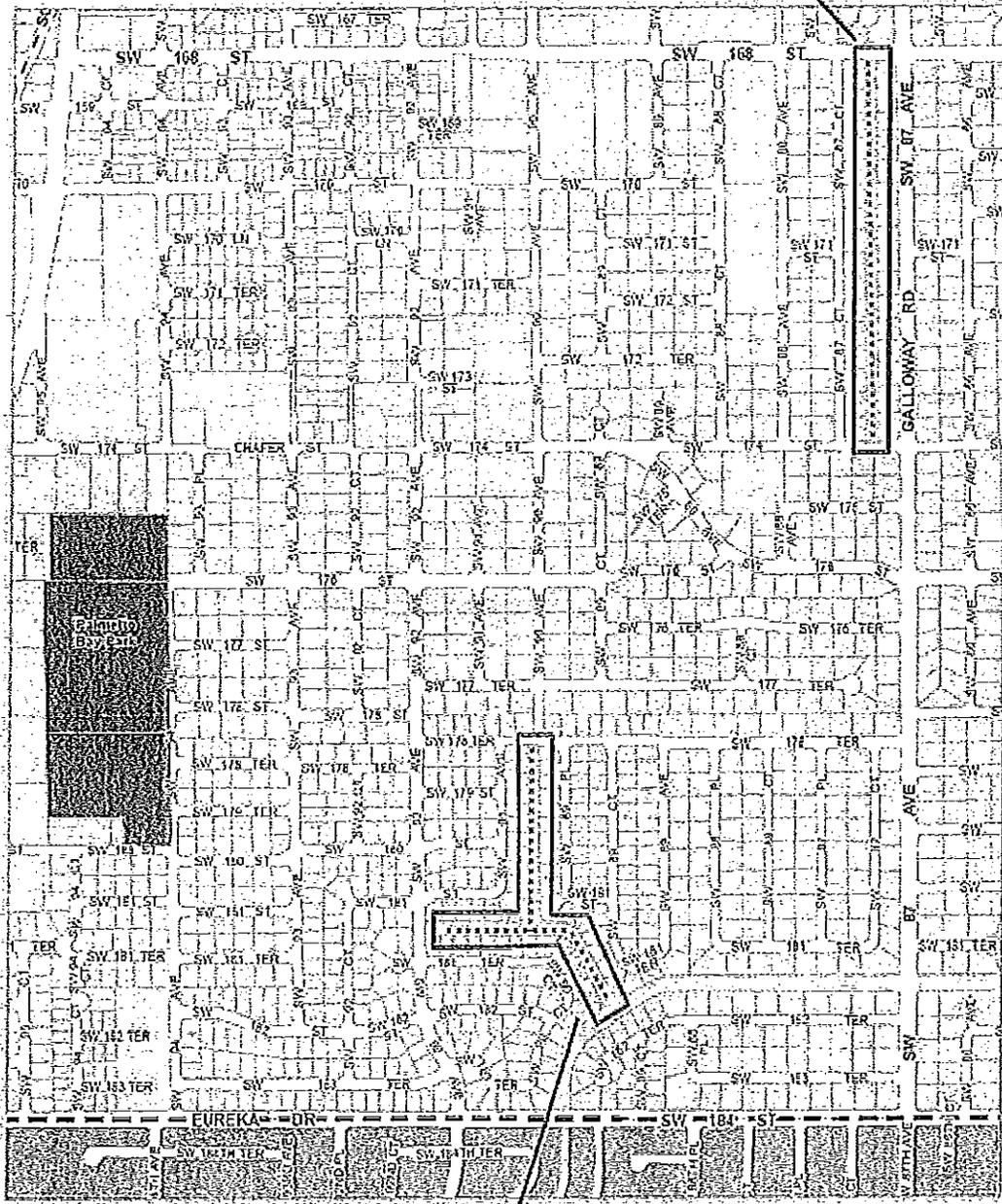
16 Mayor Eugene Flinn \_\_\_\_\_

17

Exhibit B

CANAL MAP

SW MARAL  
SECTION



BelAire  
Section

COPY

SECTION 8.o: 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	
<b>ITEM I: DEBRIS REMOVAL FROM CANALS AND CANALS ABOVE WATER SURFACE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-1008 Canal	SW 178 Terrace / SW 91 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
<b>ITEM II: DEBRIS REMOVAL FROM CANALS AND CANALS ABOVE WATER SURFACE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-1008 Canal	SW 178 Terrace / SW 91 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
<b>ITEM III: DEBRIS REMOVAL FROM CANALS AND CANALS ABOVE WATER SURFACE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-1008 Canal	SW 178 Terrace / SW 91 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
<b>ITEM IV: DEBRIS REMOVAL FROM CANALS AND CANALS ABOVE WATER SURFACE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-1008 Canal	SW 178 Terrace / SW 91 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
<b>ITEM V: OBSTRUCTION REMOVAL - ONCE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-1008 Canal	SW 178 Terrace / SW 91 Avenue	60	1,375	0.42	82,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							TOTAL:	0.82	204,000	4.69	\$	\$
										TOTAL ITEMS I - V:	\$	\$

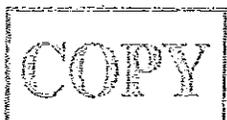
Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor: \_\_\_\_\_

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



**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 13<sup>th</sup>, 2014, and

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

WHEREAS, at a meeting held on Tuesday, January 21<sup>st</sup>, 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 12<sup>th</sup>, 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

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

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- 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

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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 bond 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.

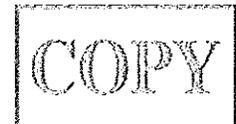
Article 21     Attorneys Fees

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



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

*[Handwritten signature]*

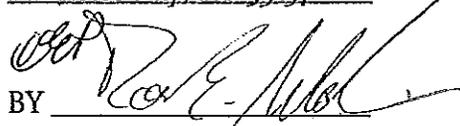
IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

BY 

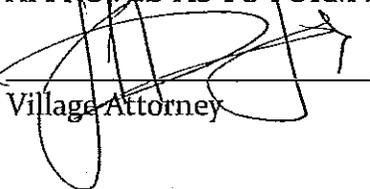
Ron E. Williams  
Print Name

Village Manager  
Title

ATTEST

  
Meighan J. Alexander  
Village Clerk

APPROVED AS TO FORM BY

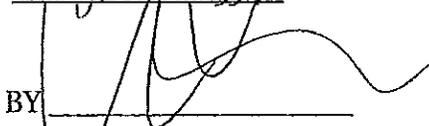
  
Village Attorney

VENDOR

Adventure Environmental Inc.

ADDRESS

12895 SW 87 Avenue  
Miami, Florida 33176

BY 

Christopher Colarusso  
Print Name

President  
Title

  
Witness

Gregory Tolpin  
Print Name

COPY

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

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS; SPONSORING THE ANNUAL WEST PERRINE DR. MARTIN LUTHER KING, JR., ANNUAL CELEBRATION; AUTHORIZING THE VILLAGE MANAGER TO DISBURSE AN AMOUNT NOT TO EXCEED \$1,000.00; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn.)

WHEREAS, West Perrine Community Development Corporation is making preparations for the annual 2016 Dr. Martin Luther King, Jr., Holiday Parade and Festivities; and

WHEREAS, the Village is desirous of supporting this worthwhile event wherein the local communities honor the legacy of Dr. King and celebrate his birthday and remember his teachings of non-violence and sanctity of human rights for all; and

WHEREAS, the Village of Palmetto Bay believes that supporting this annual event remains a worthwhile endeavor.

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

**Section 1.** The Village of Palmetto Bay, Florida, expresses its support of the 2016 Dr. Martin Luther King, Jr., Holiday Parade and Festivities.

**Section 2.** The Village Manager is authorized to disburse an amount not to exceed \$1,000 for the Village to participate as a Corporate Sponsor.

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

PASSED AND ADOPTED this \_\_\_\_ day of November, 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 \_\_\_\_\_