

Section 2. The Village Manager is authorized to enter into an agreement with Fowler White Burnett for (2) two years with an option to renew per year not to exceed (4) four consecutive years, in substantial form and content to Attachment A. Such agreement allows for an hourly fee of \$100, not to exceed 4 hours per month.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED this 4th day of February 2019.

Attest:

DocuSigned by:
Missy Arocha
Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham
Karyn Cunningham
Mayor

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

DocuSigned by:
Dexter W. Lehtinen
Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

| | |
|------------------------------|------------|
| Council Member Patrick Fiore | <u>YES</u> |
| Council Member David Singer | <u>YES</u> |
| Council Member Marsha Matson | <u>YES</u> |
| Vice-Mayor John DuBois | <u>YES</u> |
| Mayor Karyn Cunningham | <u>YES</u> |

REQUEST FOR PROPOSAL

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Code Compliance Special Master Services

RFP NO.:

1718-07-015

DUE DATE:

Friday, August 31st, 2018 at 3:00pm

ISSUED:

Wednesday, August 8th, 2018

CONTACT PERSONS:

Mrs. Maria Pineda
Director of Economic and Community Development
Village of Palmetto Bay
MPineda@palmettobay-fl.gov

Litsy C. Pittser
Procurement Specialist
Village Managers Office – Procurement Division
Village of Palmetto Bay
LPittser@palmettobay-fl.gov



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SECTION 1.0: Advertisement

VILLAGE OF PALMETTO BAY REQUEST FOR PROPOSALS FOR Code Compliance Special Master Services - RFP # 1718-07-015

The Village of Palmetto Bay is currently soliciting qualified individuals to provide code compliance special master services to the Village.

Sealed proposals shall be received by the Village Clerk, 9705 East Hibiscus Street, Palmetto Bay, FL 33157, **on or before Friday, August 31, 2018**, no later than 3:00 pm, at which time they will be publicly opened and announced. To be considered, all interested parties must request a copy of the Request for Proposal or download the .pdf file from our website at www.palmettobay-fl.gov (click Bids & RFP's on business tab). Full submittals shall consist of one (1) original, one (1) copy and an electronic copy CD or flash drive of the required information. Submittals must be placed in a sealed envelope, titled "**CODE COMPLIANCE SPECIAL MASTER SERVICES - RFP # 1718-07-015.**" Late submittals and facsimile or emailed submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to this RFP.

The Village reserves the right to reject any or all proposals, to terminate the process at any time, to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. If you have trouble downloading the solicitation, please contact the Procurement Specialist, Litsy C. Pittser; Lpittser@palmettobay-fl.gov.

SECTION 2.0: Introduction

The Village of Palmetto Bay was incorporated in September, 2002, as the 33rd municipality in Miami-Dade County. The current population is approximately 25,000. The Village is located within Miami-Dade County with the Village of Pinecrest to the north, the Town of Cutler Bay to the south and Miami-Dade County to the west.

Code Compliance is a division of the Department of Planning and Zoning. The division is staffed by three code officers and one administrative aide. The Village utilizes a system of progressive code action against code violators with a focus on achieving compliance. A special master hearing is held once a month (3rd Tuesday of the month at 2:00 p.m.) for property owners who have appealed their citation (no hearing is held in the months of August and December). The average number of cases per month brought before the special master is between forty (40) to fifty (50) cases. The Village is seeking an experienced and qualified individual to provide code compliance special master services as detailed in Section 4.0 of this RFP.

Estimated Schedule

The Village anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

| | | |
|---|--------------------------------|-------------------|
| Request for Proposals Legal Advertisement | August 8 th , 2018 | |
| Last Date for Submittal of Written Questions Prior to Proposal Due Date | August 27 th , 2018 | 3:30pm |
| Proposals Due Attn: Missy Arocha, Village Clerk Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157 | August 31 st , 2018 | 3:00pm or earlier |

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.00 Requirement to Meet All Provisions

Each individual or Firm submitting a proposal (proposer) shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the Firm acknowledges agreement with and acceptance of all provisions of the RFP specifications.

3.01 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all terms. Proposers are to promptly notify the Village's Procurement Specialist, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of intent to request written clarification of the RFP must be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
VMO – Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Inquires must be received by Monday, August 27th 2018

3.03 Objections to RFP Terms

Should proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must need not apply.

3.04 Addenda to RFP

The Village may modify the RFP, prior to the submittal due date, by issuing written addenda.

3.05 Proposal Withdrawal and Opening

A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal.

3.06 Revision of Proposal

At any time during the submittal evaluation process, the Village may require a proposer to provide written clarification of its submittal.

3.07 Laws and Ordinances

The proposer shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and proposer standards that would apply to this contract.

3.08 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a Request for Proposals; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.

3.09 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or take action on account of any failure by a Firm to observe any provision of this RFP.

3.10 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Contractor, lobbyist, or Contractor and the Procurement Specialist named herein

Contractor solicitation is exempt from the Contractor Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.11 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the proposer prior to the execution of a contract. This includes costs incurred by the proposer as a result of preparing a response to this RFP.

3.12 Certification

The signer of the Response (to this RFP) must declare by signing the required forms that the person(s), Firm(s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), Firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), Firm(s) and parties identified in the Response.

3.13 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

3.14 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Firm is awarded.

3.15 Village Authority

Firm proposals will be awarded at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

3.16 Insurance

Upon Village's notification of award, the proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Professional Liability Insurance \$ 200,000.00 per claim and \$ 500,000.00 total limit and agree to not hold the Village of Palmetto Bay harmless.
- Automobile Insurance \$ 100,000/\$300,000

3.17 Statement of Contract Disqualifications

Each proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.18 Submittal of One Proposal Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Firm submitting a proposal, or who has quoted prices on materials to such Firm, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Firms submitting proposals.

3.19 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

3.20 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.21 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.22 Disclosures and Potential Conflicts of Interest

The Village of Palmetto Bay Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village of Palmetto Bay requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the Village of Palmetto Bay, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the Village of Palmetto Bay official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the Village of Palmetto Bay to take appropriate measures to ensure the fairness of the proposal process.

3.23 Litigation

All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, or sub Firms has been involved in within the last three (3) years.

3.24 Sub-Contractors

If any proposer intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay.

3.25 Anti-Discrimination

The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.26 Legal Requirements

Federal, state, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

3.27 Protests, Appeals and Disputes

A contract may not be awarded to the proposer, unless the RFP tabulation is posted at Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of contract. Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the proposer, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

3.28 Disclaimer

The Village Council of the Village of Palmetto Bay may, in its sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the solicitation and proposal process. Proposals that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. The issuance of this RFP constitutes only an invitation to make presentations to the Village of Palmetto Bay. The Village of Palmetto Bay reserves the

right to determine, at its sole discretion, whether any aspect of the proposal satisfies the criteria established in this RFP. In all cases the Village of Palmetto Bay shall have no liability to any proposer for any costs or expense, incurred in connection with this RFP or otherwise.

3.29 Business Entity Disclosure Statement

Proposer or Firm hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Firm, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Firm or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Firm or Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer or Firm recognizes that with respect to this transaction or bid, if any Proposer or Firm violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer or Firm may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Proposer or Firm must complete and execute the Business Entity Affidavit form. The terms "Proposer" or "Firm," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

3.30 Force Majeure

The performance of any act by the Village or Firm hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Firm for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.31 Copeland "Anti-Kickback"

Firm and all sub-contractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

3.32 Debarment and Suspension

Firms are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any governmental agency.

END OF SECTION

SECTION 4.0: Scope of Services

The following are the services necessary to satisfy the terms of agreement between the Village and the successful proposer.

- a. Enforce the occupational license, building, zoning, sign, and other related codes and ordinances of the Village, certain ordinances of Miami-Dade County, and statutes of the state of Florida that the Village is authorized to enforce.
- b. Attend hearings and prepare orders of the special master, ***with delivery of orders not to exceed 2 weeks from the day of the hearing.***
- c. Hear *de novo* appeals by alleged violators from civil citations; affirm in whole or in part, or reverse, the charge of violation; and affirm or modify the order of corrections and fin levied in the citation.
- d. Conduct hearings.
- e. Subpoena and swear witnesses.
- f. Take evidence under oath.
- g. Issue orders having the force of law to command action to correct a violation.
- h. Assess costs, including reasonable attorney's fees, against violators in proceedings before the special master and enforce compliance with citations and orders of the special master.
- i. Authorize the Village attorney to request the issuance of inspection warrants.
- j. Initiate civil actions for declaratory and injunctive relief, order to compel, and take any other civil action in the Village's name, upon approval by the Council members, to enforce applicable laws against violators.
- k. Mitigate, compromise and settle fines and penalties.
- l. Take any action that is necessary to effectuate the powers of the special master consistent with the rules, regulations, and applicable ordinances of the Village of Palmetto Bay.
- m. The special master shall also enforce the Village's "False Alarm" and alarm registration requirements.

4.01 Special Conditions

Term of Contract: The contract term shall be for a period of two (2) years with two additional one (1) year options to extend.

Compensation for Services: Compensation will be a negotiated price for services, but shall not exceed \$100 per hour per Village of Palmetto Bay code Sec. 2-204(h), with a four (4) hour minimum paid.

Assistance Provided By Village: The Village Attorney shall serve as counsel to the Village in the defense of appeals to the special master, on an as needed basis. Village code compliance staff shall prepare agendas for special master hearings, prepare case files for hearings, mail final orders, and provide general administrative support to the special master hearing process.

4.02 Indemnification

Proposer 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 proposer or its employees, agents, servants, partners, principals or sub-contractors. Proposer 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. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer 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.

END OF SECTION

SECTION 5.0: Submittal Requirements and Selection

Time and Place for Submittal of Proposals

Proposals must be received by 3:00 p.m., on August 31st, 2018. Official time will be measured by the time stamp of the Village Clerk's Office. **Late submittals will not be considered.** Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

Proposals must be delivered in person and left at the front desk or mailed to:

Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Clearly labeled "Code Compliance Special Master Services" and include the RFP # 1718-07-015, Firm name, and time and date of the proposal opening.

5.00 Selection

All responsive proposals submitted in response to this RFP will be evaluated based upon the criteria specified in Section 6.0. Respondents may be requested to make a presentation to the selection committee for the purpose of reviewing the submittal and further evaluation of the response. Additional information may be requested.

The proposal must consist of:

5.01 Submission Format

Each Respondent shall submit the following:

- a. A cover letter indicating an interest in providing special master services to the Village.
- b. Respondent's Qualifications, Related Experience and References:
 - Provide the professional qualifications of the Respondent.
 - Describe the professional experience of the Respondent in zoning, land use, code enforcement, real estate transactions or litigation.
 - Describe the professional expertise and experience of the Respondent in performing special master services for local governments over the past three (3) years. Describe familiarity with the special master appeal system and municipal code enforcement system as authorized by Chapters 162 and

166 Florida Statutes, and the Village's Code of Ordinances, §2-204 & §2-205 and the Village's code compliance and special master functions.

Include a list of municipal clients services, description of services of a similar nature provided, case load handled, length of time service was provided, contact names and phone numbers.

- c. Charge/Compensation for Services.
- d. The charge for services is regulated by §2-204(h) and is set at \$100 per hour for special master services.
- e. Documentation of business structure (corporation, joint venture, partnership), incorporation by the Secretary of State of Florida, and contact name, address and telephone number(s).
- f. Affirmative statement and documentation that Respondent shall be an independent contractor of the Village and currently licensed to practice law in the State of Florida.
- g. Documentation that all assigned professional staff are properly licensed/certified to practice in Florida and are qualified to perform the desired scope of services as provided for in the submittal.
- h. Provide information of the circumstances and status of any disciplinary action taken or pending against the Respondent during the past three (3) years with any state regulatory bodies or professional organizations.
- i. Provide an explanation of all pending litigation, major disputes, contract defaults and liens over the last three (3) years.
- j. Include signed response signature page wherein the Respondent acknowledges and warrants that he/she has read and agrees with all of the terms and conditions contained herein.

END OF SECTION

SECTION 6.o: Evaluation Criteria

6.o Evaluation Method and Criteria

The Village reserves the right to accept or reject any or all proposals, to waive any and all informalities and technicalities, and to accept the offer considered to be in the best interest of the Village.

The evaluation criteria point requirements are:

| | |
|--|-------------------|
| Qualifications of the Respondent | 25 points |
| Professional Expertise and Experience | 25 points |
| Related Experience based on Scope Requirements | 25 points |
| <u>Proposed Compensation for Services</u> | <u>25 points</u> |
| TOTAL POINT VALUE | 100 points |

Proposals will be evaluated based on the Firm’s responses to the requirements of this RFP. The Village shall review all Proposals submitted and evaluate each Proposal. The evaluation will consist of, but not be limited to, the Proposers willingness and ability to provide all services requested under the conditions in this document.

Interviews and/or presentations with the firm are not anticipated, but may be held at the option of the evaluation committee. The Village reserves the right to obtain clarification or additional information from any firm in regards to its proposal.

END OF SECTION

SECTION 7.0: Required Proposal Submission Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied firms have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Firm warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Firm warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Firm warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Firm warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Firm acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:
A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are

active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered In the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement)

whose business address is: _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state: That the above named Firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-Firm, or third party Firm under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20 ____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
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(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(FIRM / PROPOSER DISCLOSURE)

I, _____ being first duly sworn
state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

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

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership</u> |
|------------------------|----------------|------------------|
| _____ | _____ | _____% |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

2. The full legal names and business address of any other individual (other than subFirms, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page.

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

**AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this 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 these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

SIGNATURE

PRINTED NAME

NAME OF FIRM

TITLE

| | | |
|---|---|--|
| Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service | <h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> | Give Form to the requester. Do not send to the IRS. |
|---|---|--|

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| | List account number(s) here (optional) | |

| | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Part I Taxpayer Identification Number (TIN) | | | | | | | | | | | | | | | | | | | | | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. | | | | | | | | | | | | | | | | | | | | | |
| | Social security number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:10%;"></td><td style="width:10%;"></td> </tr> </table> | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. | Employer identification number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:10%;"></td><td style="width:10%;"></td> </tr> </table> | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |

| | |
|--|--|
| Part II Certification | |
| Under penalties of perjury, I certify that: | |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. | |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. | |

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Village of Palmetto Bay
Procurement Division
AWARD RECOMMENDATION



To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 12/5/2018

ITB#: RFP# 1718-07-015 Item/Service: Code Compliance -Special Master Services

I. Procurement Comments:

The Village received a total of (1) proposal for this service. The low competitive response is due to the Ordinance the Village has in place Sec. 2-204 (h) which allows the maximum of \$ 100.00 per hour with (4) hours minimum paid. Historically, this service has a low turn out rate.

II. Recommendation:

a. Which bid is being recommended? Fowler White Burnett Attorney at Law

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes No

If No, is the variance considered: Minor Major

c. Is the recommendation the lowest bid received? Yes No (Not Applicable)

(attach an additional sheet if further comment or explanation is required)

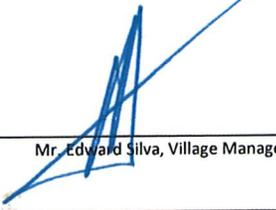
III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for contract award on the next Council meeting on December 5, 2018.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date


Mr. Edward Silva, Village Manager

August 31, 2018

VIA HAND DELIVERY

Ms. Missy Arocha
Village Clerk
Village of Palmetto Bay
Municipal Hall
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Re: Fowler White Burnett's Submission In Response to the Village of Palmetto Bay's Request for Proposal for Code Compliance Special Master Services/RFP #1718-07-015

Dear Village Clerk:

With great pleasure, please allow this correspondence to serve as Fowler White Burnett's ("FWB") submission in response to the Village of Palmetto Bay's (the "Village") Request for Proposals for Code Compliance Special Master Services/RFP #1718-07-015. We trust this correspondence and materials included herein are sufficient to illustrate the value added approach FWB undertakes when serving the needs of our clients and how our qualifications would be an asset to the Village's efforts to succeed at its mission. The undersigned counsel has been involved in Miami local government for 17 years and has navigated the administrative challenges of local government while directing all zoning, public works, and code enforcement as Chief of Operations with the City of Miami. As Chief of Operations for Code Enforcement in the largest municipality in Miami-Dade County, the undersigned represented city interests at hundreds of hearings before the special master and also at general code enforcement board hearings. We are honored to be part of the RFP process and appreciative of the opportunity to service the Village.

I. Firm Introduction

FWB is a full-service law firm providing client-focused, proven legal strategies and business solutions to domestic and international clients across a wide spectrum of industries. FWB opened its doors in 1943 and for seventy-five years, we have built our firm on shared traditional values that remain at the core of our principles. As a firm, we evolved to meet the diverse needs of our clients and to keep in step with dynamic legal and business

environments. Today, FWB distinguishes itself by its unique blend of traditional values and innovative thinking. We act as trusted partners with our clients and deliver intelligent, creative and effective counsel.

FWB offers clients a talented roster of seasoned legal professionals who practice in numerous disciplines, including: commercial and civil litigation, local government/governmental relations, real estate/construction, land use and zoning, labor and employment, insurance defense and white collar crime. The collaboration between litigators and transactional attorneys across diverse practice areas stands out as one of our most important assets. Combining this approach with our knowledge of substantive areas of law, technical proficiency and first-hand industry experience, enables us to resolve the complex legal and regulatory issues facing our clients.

Unwavering commitment to our values and core strengths has garnered us positive recognition by industry publications and an AV rating by Martindale-Hubbell. FWB is the only Florida full service law firm selected as a member of ALFA International, a global network of leading, independent law firms. We are also leaders, members and officers of numerous professional organizations. Our attorneys have earned the position of industry leaders and respected commentators to local and national media outlets. Additionally, we are committed to the state of Florida. We encourage our attorneys to devote time and resources to the community in which we live and work. They express genuine concern for local issues, and actively participate in civic and charitable organizations that shape our community and drive positive change.

As requested in the RFP, we have included herein documentation of the Firm's business structure, and incorporation by the Secretary of State of Florida, along with the contact name, address and telephone number(s). Further, enclosed you will find documentation that all assigned professional staff are properly licensed to practice in Florida and are qualified to perform the desired scope of services as provided for in the submittal.

II. The Fowler White Burnett Firm Culture

FWB has 80 attorneys, 167 total staff and operates out of three (3) offices (Miami, Fort Lauderdale and Palm Beach). At FWB, we are a team and the success of the firm is attributed to the contributions of each member of the firm. We take pride in our work and have developed a collegial firm atmosphere that is evident from our 75 years in existence.

At FWB, we not only invest in our clients, we also invest in our people and fully comprehend that they are our best assets. We foster a collaborative and supportive team environment. We work hard and demand excellence, but also take the time to get to know

each other on a personal level. To achieve our vision, as well as our mission to be our clients' most trusted counsel by providing outstanding client service.

III. Professional Qualifications/Related Experience

We recognize that a governmental entity is a dynamic institution, which is why FWB partners with clients to understand and meet their evolving needs. We are proud to play a vital role in protecting and expanding a client's community and financial objectives. Our attorneys are out in front as it relates to emerging issues unique to the governmental and/or nonprofit sector while understanding that certain going concerns are common to nonprofit and for-profit organizations alike.

- **Zoning/Land Use/Code Enforcement:**

FWB understands that a broad range of public policy tools can be applied to achieving our clients' business and other strategic objectives. Beginning with a clear understanding and articulation of a client's needs, our attorneys craft and implement strategies to address those needs. Our work takes us to the legislative and executive branches at the local level. Our approach is characterized by building coalitions, addressing code compliance challenges, and pursuing successful strategies. We engage our clients to gain a thorough understanding of their business and their legislative agenda.

The undersigned counsel has been involved in Miami local government for 17 years and has navigated the administrative challenges of local government. Additionally, I have served the Mayor and City Manager during commission meetings and in establishing citywide policy in the City of Miami and directed all zoning, public works, and code enforcement as Chief of Operations with the City of Miami, administering a \$3 million budget; worked with consultants during the implementation of Miami 21—the form based zoning code that made the City of Miami a unique, vibrant place to live, learn, work and play; in private practice, represented public entities in addressing FOIA requests and compliance with open government laws; provided advice on legal and regulatory guidelines, as well as solutions for working with local government.

As Chief of Operations for Code Enforcement in the largest municipality in Miami-Dade County, the undersigned counsel implemented and enforced regulations associated with construction activities, illegal dumping, commercial enterprises, tree protection, and in private practice have facilitated resolution of disputes between private individuals and governmental entities. The undersigned monitored the daily activities of 41 inspectors and 3 field supervisors to ensure excellent customer service for all 450,000 residents of the city. Lastly, the undersigned represented city interests at hundreds of hearings before the special

master and also at general code enforcement board hearings. During the undersigned's tenure, Code Enforcement increased the number of complaints serviced by 25% each year, with inspectors generating over \$3 million in additional revenues to the city in unpaid license fees.

- **Construction/Real Estate:**

FWB represents major construction interests in cost-effective investigation, prosecution, defense and disposition of commercial and residential building construction-related risks and civil claims. Several of our construction attorneys are Board Certified by the Florida Bar and are AV Preeminent Peer-Review Rated by Martindale-Hubbell. We are routinely involved in construction litigation and risk management counseling, including the representation of design professionals in professional liability claims, developers, contractors, and subcontractors in construction defect, contract, inland marine (builder's risk coverage and litigation) and lien enforcement claims, payment and performance bond sureties in public and private bond and subrogation claims and commercial general liability and professional liability insurers in coverage counseling and litigation. Our lawyers actively represent contractors, subcontractors, developers, condominium owners and associations, property owners, engineers, suppliers and architects in all aspects of complex construction litigation. Additionally, our construction law attorneys are frequently requested to prepare coverage opinions on construction and indemnity claims, and litigate those issues in declaratory judgment actions.

Building a successful project requires cooperation and teamwork among architects, engineers, contractors, subcontractors and many others. We understand the industry from finance, development and design through implementation, construction and close-out. Our attorneys carefully analyze contracts and state/county laws to identify critical legal, business, and financial concerns in order to develop contractual arrangements that avoid future problems and liability issues. We also regularly review, prepare and negotiate construction contracts for businesses and professionals working across the construction industry, including design professionals and contractors.

- **Liability:**

Complex, protracted litigation can seriously impact an entity. At FWB, we understand the legal aspects and the business risks posed by potential lawsuits. Sensitive to the costs associated with litigation, our attorneys handle disputes in the most efficient manner possible. We emphasize early risk evaluation, case management and the use of technology to facilitate discovery, document management and trial preparation. When possible, and consistent with a company's objectives, we help clients manage risk and advocate for the use

of alternative dispute resolution. Should litigation become necessary, our attorneys have the skill and proven trial experience to effectively handle the spectrum of commercial and civil disputes. We also have the advantage of calling upon the expertise of the firm's other practice groups to help reinforce the defense of a case. Clients benefit from this collaboration between skilled litigators with direct trial experience before state, federal and appellate courts.

FWB actively pursues all avenues to resolve claims and limit exposure, and our experienced litigators achieve exceptional results while advocating for our clients' best interests. Frequently appointed lead counsel or local counsel for multi-district litigation, FWB handles the full spectrum of defense litigation, from personal injury, negligence, property damage, premise liability, failure to warn and wrongful death to products liability and professional malpractice. We also have the advantage of calling upon the expertise of an in-house appellate group and other attorneys with broad subject matter expertise and industry knowledge in order to strengthen the merits of a case.

Keeping abreast of industry changes, we provide meaningful counsel regarding the impact of legislative and regulatory developments. In addition, FWB offers risk assessment, evaluation of established policies and procedures and training. Our attorneys work alongside clients to develop and implement effective measures to minimize the litigation of contentious issues. A broad range of capabilities, client-focused approach and favorable results has earned FWB a solid reputation as a leading defense firm.

As an important component to avoiding future litigation, we are often called upon to carefully analyze coverage matters. With a thorough analysis of the policy language, our attorneys provide clear and concise judgments on coverage issues in conjunction with the particular allegations against the insured. We have prepared opinions detailing the company's rights, responsibilities and duties to the insured. Our attorneys understand the various coverage issues, including the duty to defend, reservation of rights, the duties owed by insurer and insured to one another and loss allocation issues such as indemnity, hold harmless agreements, liability limitations and insurance procurement agreements.

- **Contracts:**

FWB offers representation and advice to public and private clients on day-to-day operations, provides advice to clients in all phases of business development and continuation, and handles commercial and corporate transactional engagements. In addition to advising clients on all types of commercial and financial transactions and negotiations, we draft all necessary documentation and suggest strategies to accomplish goals that suit your business health. We provide expertise in executing a wide range of corporate agreements,

such as shareholder, management, operating, marketing, and licensing agreements, non-competition, and independent contractor agreements.

- **Florida Open Government:**

FWB can provide assistance in understanding the requirements and exemptions to Florida's open government laws, including Florida's "Public Records Law," and Sunshine Law. Our team can evaluate particular exceptions to these laws and provide guidance as to whether an organization falls within its jurisdiction. Florida has one of the broadest public records laws in the country. We can provide support when individuals and businesses attempt to obtain public records; drafting a proper response to public records requests; and addressing the challenges presented by the Sunshine Law.

IV. Additional Information/Compensation for Services

At FWB, we have the ability to offer a cost effective approach to managing a client's legal needs while delivering high-quality results and exceptional service. We propose a \$100 per hour fee per Village of Palmetto Bay Code Section 2-204(h) based on a four (4) hour minimum. FWB would certainly entertain further discussion about our fee proposal after better understanding the nature of the representation and the expectations of the Village for the period covered by the RFP. FWB will be an independent contractor of the Village. Our statements will be provided monthly for work performed and expenses recorded during the previous month.

The undersigned is not currently performing special master services for other local governments in Miami-Dade County and has not done so over the past three (3) years. On the other hand, the undersigned is familiar with the special master appeal system and municipal code enforcement system as authorized by Chapters 162 and 166 Florida Statutes based on his work with the City of Miami as Chief of Operations for Code Enforcement overseeing hundreds of special master hearings. Further, the undersigned has reviewed the Village's Code of Ordinances, §2-204 & §2-205 and the Village's code compliance and special master functions. To protect the interests of our existing and past clients and out of respect for their privacy, we will refrain from listing our representation herein. However, we will be happy to provide specific representation information if necessary upon receiving our clients' consent. FWB does not currently have a conflict in providing the services requested in the RFP to the Village.

The undersigned counsel will be the primary contact and counsel on this matter at FWB working on the Village's behalf. When a need for professional services arises for the Village, contact would be initiated with the undersigned, then consistent with our Firm's policy of involving lawyers experienced in specific matters, other attorneys can be consulted

Village of Palmetto Bay
Village Clerk
August 31, 2018
Page 7

and become involved for the specific, limited purpose. Further, we appreciate that we will be privy to confidential information and we will take steps to maintain this confidentiality, all in compliance with the applicable rules of professional conduct.

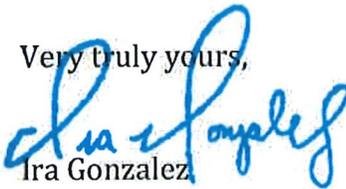
By signing this cover letter, the undersigned acknowledges and warrants that the undersigned has read and agrees with all of the terms and conditions contained in RFP No. 1718-07-015. The undersigned further declares that FWB is interested in and available for providing the services in RFP No. 1718-07-015; that this response is made without collusion with any other person(s), Firm(s) and parties; that this response is fair in all respects and is made in good faith without fraud; and that the undersigned has full authority to bind FWB as it relates to the subject RFP. We also certify that FWB is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The undersigned further confirms that there is no disciplinary action taken or pending against the undersigned during the past three (3) years with any state regulatory bodies or professional organizations.

Included herein is the undersigned counsel's attorney profile along with additional marketing materials for your reference.

Our goal is to provide the highest quality legal services in a timely manner with an uncompromising emphasis on client service. We trust you will find that we are not only available and responsive but that we will work diligently to meet your needs and deadlines. I encourage you to contact the undersigned counsel at any time at (305) 789-9223, if you have any questions.

Thank you for your favorable consideration.

With kindest regards, I am

Very truly yours,

Ira Gonzalez

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Firm warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

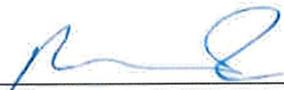
B. Firm warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Firm warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Firm warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Firm acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

Signature of Official: 

Name (typed): Robert D. McDougal, IV

Title: Exec. Director

Firm: Fowler White Burnett, P.A.

Date: 8/30/18

NON-COLLUSIVE AFFIDAVIT

STATE OF Florida }

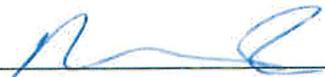
COUNTY OF Miami-Dade }

SS:

Robert D Mc Dougal, IV being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Executive Director the Firm that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Firm or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Firm or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: 

Name (typed): Robert D. McDougal, IV

Title: Exec. Director

Firm: Fowler White Burnett, P.A.

Date: 8/30/18

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 30, Aug day of, 2018, before me, the undersigned Notary Public of the State of Florida personally appeared Robert D. McDougal and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Olga M. Bradham

NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By Robert S. McDougall, IV

For Fowler White Burnett, P.A.

Whose business address is: 1395 Brickell Ave Miami FL 33131

And (if applicable) its Federal Employer Identification Number (FEIN) is:
59-13030994

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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

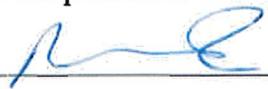
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:
A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are

active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered In the presence:

Signature of Official: 

Name (typed): Robert D. McDougal, IV

Title: Exec. Director

Firm: Fowler White Burnett, P.A.

Date: 8/30/18

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 30, Aug day of, 2018, before me, the undersigned Notary Public of the State of Florida personally appeared Robert D. McDougal IV and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

[Handwritten Signature]

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE



(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Robert D. McDougal, IV
(print individual's name and title)

for: Fowler White Burnett, P.A.
(print name of entity submitting sworn statement)

whose business address is: 1395 Brickell Ave Miami, FL 33131

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1303994

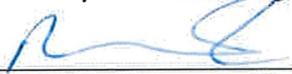
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I, being duly first sworn state: That the above named Firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-Firm, or third party Firm under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: 

Name (typed): Robert D. McDougal, IV

Title: Exec. Director

Firm: Fowler White Burnett, P.A.

Date: 8/30/18

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 30 Aug day of, 2018, before me, the undersigned Notary Public of the State of Florida personally appeared Robert D McDougal IV and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

BUSINESS ENTITY AFFIDAVIT

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

ON THIS DAY, personally appeared before me, the undersigned authority, **RICHARD A. WOOD**, after being duly sworn on oath, depose and say:

1. The full name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are as follows:

*Fowler White Burnett P.A.,
1395 Brickell Avenue, 14th Floor, Miami, FL 33131
Federal Tax I.D. #59-1303994*

2. Ownership Disclosure Affidavit

a. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five (5%) percent or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows:

SEE ATTACHED EXHIBIT "A"

b. The full legal names and business address of any other individual (other than subFirms, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are as follows:

N/A

FURTHER AFFIANT SAYETH NAUGHT.


Richard A. Wood

SWORN TO AND SUBSCRIBED before me this 30 day of August, 2018 by Richard A. Wood, Vice President of Fowler White Burnett, P.A., a Florida Professional Association, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

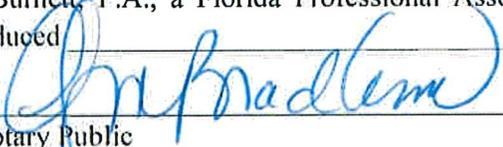

Notary Public
Print name: _____



EXHIBIT "A"
OFFICER/OWNERS OF THE COMPANY

| Full Legal Name | Address | TITLE | Percentage Ownership |
|-----------------------|--|-------------------------|-------------------------|
| John C. Strickroot | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | President | 7.143% |
| Christopher E. Knight | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | Vice President | 7.143% |
| Edward J. Briscoe | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | Vice President | 7.143% |
| Richard A. Wood | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | Vice President | 7.143% |
| Michael J. Pennekamp | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | Secretary/ Treasurer | 7.143% |
| James De Church | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | | 7.143% |
| Brian D. Elias | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | | 7.143% |
| John H. Friedhoff | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | | 7.143% |
| Michael A. Garcia | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | | 7.143% |
| June G. Hoffman | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | | 7.143% |
| James N. Hurley | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | | 7.143% |
| Rory Jurman | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | | 7.143% |
| Allan R. Kelly | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | | 7.143% |
| Juan C. Zorrilla | 1395 Brickell Ave, 14 Floor, Miami, FL 33131 | | 7.143% |
| | | | 100.00% |

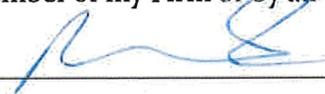
VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF Florida }

COUNTY OF Miami-Dade }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and and staff or its design Firms, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

Signature of Official: 

Name (typed): Robert D. McDougal, IV

Title: Exec. Director

Firm: Fowler White Burnett, P.A.

Date: 8/30/18

Continued on next page.

ACKNOWLEDGMENT

State of Florida

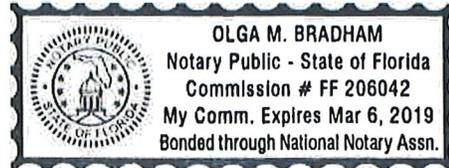
County of Miami-Dade

On this 30 Aug day of, 20 18, before me, the undersigned Notary Public of the State of Florida personally appeared Robert D McDougal IV and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Olga M Bradham
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this 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 these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



SIGNATURE

Robert D. McDougall, IV
PRINTED NAME

Fowler White Burnett, P.A.
NAME OF FIRM

Exec. Director
TITLE

| | | |
|---|---|---|
| Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service | <h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> | Give Form to the requester. Do not send to the IRS. |
|---|---|---|

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) <u>Fowler White Burnett, P.A.</u> | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____ | |
| | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ | |
| | Address (number, street, and apt. or suite no.) <u>1395 Brickell Ave</u> | Requester's name and address (optional) |
| City, state, and ZIP code <u>Miami, FL 33131</u> | | |
| List account number(s) here (optional) | | |

| | |
|--|--|
| Part I Taxpayer Identification Number (TIN) | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. | |
| | Social security number _____ - _____ - _____ |
| Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. | |
| | Employer identification number <u>39-1303994</u> 5 |

| | |
|--|--|
| Part II Certification | |
| Under penalties of perjury, I certify that: | |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. | |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. | |
| Sign Here | Signature of U.S. person ▶ <u>[Signature]</u> Date ▶ <u>8/30/18</u> |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
FOWLER WHITE BURNETT P.A.

Filing Information

| | |
|-----------------------------|-----------------------|
| Document Number | 602154 |
| FEI/EIN Number | 59-1303994 |
| Date Filed | 06/12/1970 |
| State | FL |
| Status | ACTIVE |
| Last Event | NAME CHANGE AMENDMENT |
| Event Date Filed | 12/06/2001 |
| Event Effective Date | NONE |

Principal Address

1395 BRICKELL AVENUE
14TH FLOOR
MIAMI, FL 33131

Changed: 02/04/2005

Mailing Address

1395 BRICKELL AVENUE
14TH FLOOR
MIAMI, FL 33131

Changed: 02/04/2005

Registered Agent Name & Address

STRICKROOT, JOHN C
1395 BRICKELL AVENUE
14TH FLOOR
MIAMI, FL 33131

Name Changed: 02/04/2005

Address Changed: 02/14/2007

Officer/Director Detail

Name & Address

Title P

STRICKROOT, JOHN C

1395 BRICKELL AVE. 14TH FLOOR
 MIAMI, FL 33131

Title ST

PENNEKAMP, J. MICHAEL
 1395 BRICKELL AVE., 14TH FLOOR
 MIAMI, FL 33131

Title VP

KNIGHT, CHRISTOPHER E
 1395 BRICKELL AVE., 14TH FLOOR
 MIAMI, FL 33131

Title VP

BRISCOE, EDWARD J
 1395 BRICKELL AVE., 14TH FLOOR
 MIAMI, FL 33131

Title VP

WOOD, RICHARD A
 1395 BRICKELL AVE., 14TH FLOOR
 MIAMI, FL 33131

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2016 | 01/29/2016 |
| 2017 | 03/16/2017 |
| 2018 | 03/14/2018 |

Document Images

| | |
|---|--|
| 03/14/2018 -- ANNUAL REPORT | View image in PDF format |
| 03/16/2017 -- ANNUAL REPORT | View image in PDF format |
| 01/29/2016 -- ANNUAL REPORT | View image in PDF format |
| 01/20/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/10/2014 -- ANNUAL REPORT | View image in PDF format |
| 01/29/2013 -- ANNUAL REPORT | View image in PDF format |
| 02/02/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/12/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/19/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/22/2010 -- ANNUAL REPORT | View image in PDF format |
| 01/13/2009 -- ANNUAL REPORT | View image in PDF format |
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| 11/21/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/14/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/24/2006 -- ANNUAL REPORT | View image in PDF format |
| 02/04/2005 -- ANNUAL REPORT | View image in PDF format |

| | |
|---|--|
| 01/26/2004 -- ANNUAL REPORT | View Image in PDF format |
| 02/21/2003 -- ANNUAL REPORT | View Image in PDF format |
| 02/19/2002 -- ANNUAL REPORT | View Image in PDF format |
| 12/06/2001 -- Name Change | View Image in PDF format |
| 02/02/2001 -- ANNUAL REPORT | View Image in PDF format |
| 01/18/2000 -- ANNUAL REPORT | View Image in PDF format |
| 02/19/1999 -- ANNUAL REPORT | View Image in PDF format |
| 01/22/1998 -- ANNUAL REPORT | View image in PDF format |
| 01/15/1997 -- ANNUAL REPORT | View Image in PDF format |
| 01/30/1996 -- ANNUAL REPORT | View Image in PDF format |
| 02/14/1995 -- ANNUAL REPORT | View image in PDF format |

Florida Department of State, Division of Corporations

MEMBER PROFILE

Irain Jose Gonzalez

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

92408

Mail Address:

Fowler White Burnett
Brickell Arch, 14th Floor
1395 Brickell Ave Ste 1400
Miami, FL 33131-2196
United States

Office: **305-789-9223**

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igonzalez@fowler-white.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/92408>

vCard:



County:

Miami-Dade

Circuit:

11



Admitted:

09/29/2011

10-Year Discipline History:

None

Law School:

Loyola University New Orleans School of Law, 2010

Committees:

| Committee | Office | Term |
|---|--------|------------|
| Governmental and Public Policy Advocacy | | 06/30/2019 |

Sections:

Business Law

Firm:

Fowler White Burnett

Firm Size:

51 to 100

Firm Position:

Partner/Shareholder

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.





Ira J. Gonzalez is a Shareholder in the firm's Products Liability & Toxic Torts group located at our Miami office.

Practice Focus

Ira's practice focuses primarily in local government law and in civil and commercial litigation in the areas of Product Liability, Real Estate/Construction, and Medical Malpractice. His experience includes advising public entities in addressing FOIA requests and compliance with state sunshine and open government laws. Additionally, participating in all aspects of litigation on both insurer-driven and insured-directed legal matters defending companies in a wide variety of tort claims including tobacco products, motor vehicles and sporting goods, particularly by preparing legal pleadings, developing discovery strategies, conducting fact witness interviews and depositions, arguing dispositive motions, and preparing for trial. Ira has also represented corporate, real estate and construction clients in matters involving construction defect claims, UCC claims and disputes between property owners, contractors, tenants and design professionals. Ira has served as counsel for a large non-profit, academic, healthcare system in medical malpractice litigation and medical review panel hearings, including successfully arguing dispositive motions on behalf of the hospital and its medical professionals.

Prior to practicing law, Ira served in a number of roles in Miami government, including assistant policy coordinator for the Mayor and chief of operations for code enforcement, in which he represented city interests at solid waste and code enforcement hearings. He was also a law clerk for the Office of the City Attorney, in which he analyzed zoning laws, local code applicability, lien foreclosure and federal/state preemption issues. As chief of operations for code enforcement, he directed zoning ordinance enforcement, public works enforcement and city code enforcement activities, monitored the activities of over 50 employees, and assisted the director in administering a \$3 million budget.

Ira graduated *cum laude* from Loyola University New Orleans College of Law in 2010, where he also received an Environmental Law Certificate, and earned an M.B.A. from Barry University in Miami in 2005 and a B.S., also from Barry, in 2001. He was featured in the New Orleans City Business "Ones to Watch" in the legal industry publication and also received the 2015 Louisiana State Bar Association Pro Bono Century Award for donating more than 100 hours of pro bono service in 2014 with the Louisiana State Bar Association.

Practice

Commercial Litigation
Products Liability &
Toxic Torts
Environmental & Land Use

Admissions

Florida
Louisiana

U.S. District Court
Southern District of Florida
Middle District of Florida
Eastern District of Louisiana
Western District of Louisiana
Middle District of Louisiana

U.S. Court of Appeals
Eleventh Circuit
Fifth Circuit

Education

Loyola University
College of Law, J.D.
Cum Laude

Barry University, M.B.A.

Barry University
B.S. in Business Management

Accolades

Barry University Distinguished
Alumni Honoree, 2018

Professional Associations and Memberships

- The Florida Bar
 - Governmental and Public Policy Advocacy Committee, 2017-2018
- American Bar Association, Section of Litigation Products Liability Committee
 - Co-Chair of Chemical & Toxic Tort Subcommittee
 - Former Co-Chair of Consumer Products Subcommittee and Young Lawyers Subcommittee

Professional Associations and Memberships (Continued)

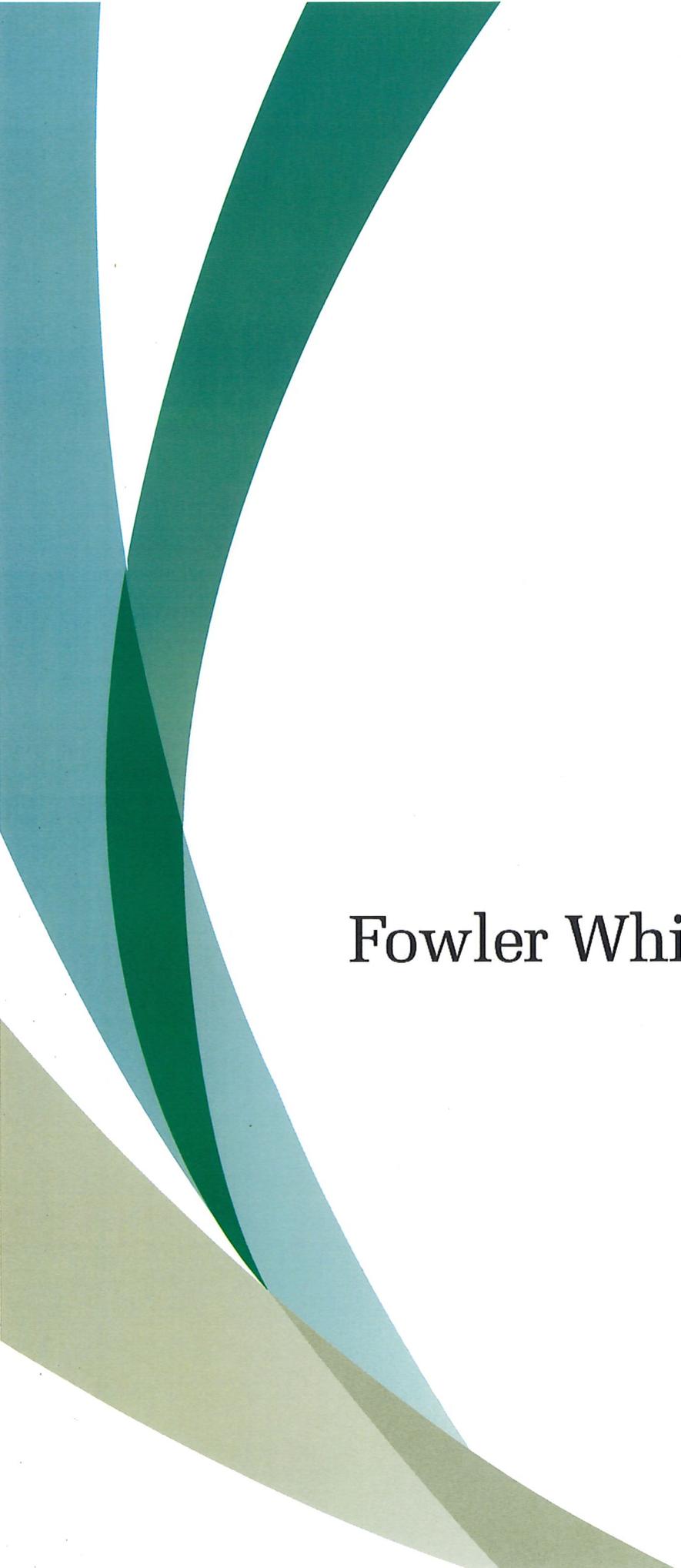
- Cuban American Bar Association, Member
- The Pro Bono Project, Board of Directors, 2015-2016
- Hispanic Lawyers' Association of Louisiana, President, Vice-President, Secretary, 2011-2016
- Visit Tampa Bay, Advisory Board

Speaking Engagements

- Panelist, "How to Properly Handle Internal Investigations to Preserve Privileges", American Bar Association, January 2017
- Moderator, "How to Manage Conversations with Expert Witnesses", American Bar Association, January 2014
- Panelist, "The Evolution of Ethics", American Bar Association, January 2014
- Panelist, "Land Use Hot Topics", American Bar Association, Spring 2010
- Moderator, "How to Manage Conversations with Expert Witnesses", American Bar Association, January 2014

Publications

- Author, The Leaning Tower of San Francisco, American Bar Association, Section of Litigation, December 2016
- Co-Author, "Will Arbitration Clauses in Consumer Contracts become Extinct?", American Bar Association, Section of Litigation, May 2016
- Co-Author, "The Evolution of Drywall Litigation", American Bar Association, Section of Litigation, August 2015
- Co-Author, "To Be Natural, Or Not to Be..." American Bar Association, Section of Litigation, January 2014
- Co-Author, "Florida's P3 Legislation Creates Process for Increased Private Sector Participation in Public Building, Infrastructure Projects", July 24, 2013
- Co-Author, "Regulating the Vacancy of Property", American Bar Association's *The Urban Lawyer*, Summer 2010; At The Cutting Edge 2010: Land Use Law from *The Urban Lawyer*, 2010



Fowler White Burnett

ATTORNEYS AT LAW

Traditional Values / Innovative Thinking

History and Heritage

► A history of success and a reputation for excellence

We established our firm on shared traditional values of quality, respect and diligence that remain at the core of our principles. With roots dating back over 70 years, Fowler White Burnett has evolved to meet the diverse needs of our clients, and to keep in step with dynamic legal and business environments.

Today we distinguish ourselves by a unique blend of traditional values and innovative thinking, and we act as trusted partners with our clients to deliver intelligent, creative and effective counsel.

The law firm, first formed in Tampa, Florida, by two veteran attorneys, Cody Fowler and Morris White, has a distinguished history of providing client-focused, proven legal strategies and business solutions to domestic and international clients across a wide spectrum of industries. Cody Fowler, a charismatic leader, and Morris White, a reserved academic, brought their distinctive personalities together to manage the firm and guide its successful expansion southward. In 1950, the firm opened its Miami office and developed into Fowler, White, Burnett, Hurley, Banick & Strickroot in 1970 – now simply known as Fowler White Burnett. The firm's founding partners are largely credited with the firm's significant growth, success in various practices and prominent position in South Florida's legal landscape.

Fowler White Burnett's deliberate and steady growth continues today and the firm has established itself as a force both in the South Florida community and on a national level. We now number more than 100 attorneys who counsel a diverse group of clients ranging from Fortune 500 companies and multi-national business entities to educational institutions. By consistently reaching and exceeding the expectations of our clients, we enjoy a reputation for excellence and success.

Talent and Capabilities

► A wealth of knowledge and an abundance of resources

Fowler White Burnett provides clients with a talented roster of seasoned legal professionals who practice in numerous disciplines. Our litigators and transactional attorneys work together across diverse practice areas. This collaboration, together with our knowledge of substantive areas of law, technical proficiency and first-hand industry experience, enables us to resolve the complex legal, regulatory and business concerns of our clients.

We represent ambitious start-up businesses, well-established Fortune 500 companies, multinational entities, mid- to small-sized business, nationally recognized individuals, families and innovative entrepreneurs. Our team is thorough, knowledgeable and highly experienced. We draw upon each other's expertise and varied backgrounds, as well as the firm's resources to ensure maximum value to each client relationship. Our professionals bring an impressive depth of experience to our law firm – as former nurses, pilots, risk management directors, federal prosecutors, assistant attorney generals, accountants and engineers. Our attorneys and staff collectively are fluent in more than eight languages, including Spanish, Chinese, French, German, Italian, Portuguese and Russian. Many of our attorneys have received local, statewide, and national recognition for their respective accomplishments. Some have taken the lead in complex, high-profile cases that have received considerable news coverage and, in other instances, they have set legal precedents.

We also recognize that technology is a powerful tool that improves efficiency and enhances attorney-client communications. Fowler White Burnett has implemented a document management system that reduces paper usage and the time lost looking for case files. This system allows attorneys and paralegals to instantly obtain case-related documents from any computer with an Internet connection. We also recently launched the firm's Extranet, a password-protected site where attorneys can communicate with clients. The Extranet provides a quick and convenient way for clients to access important information.

Recognition and Generosity



► **Respected in
the legal field
and an active
participant in
the community**

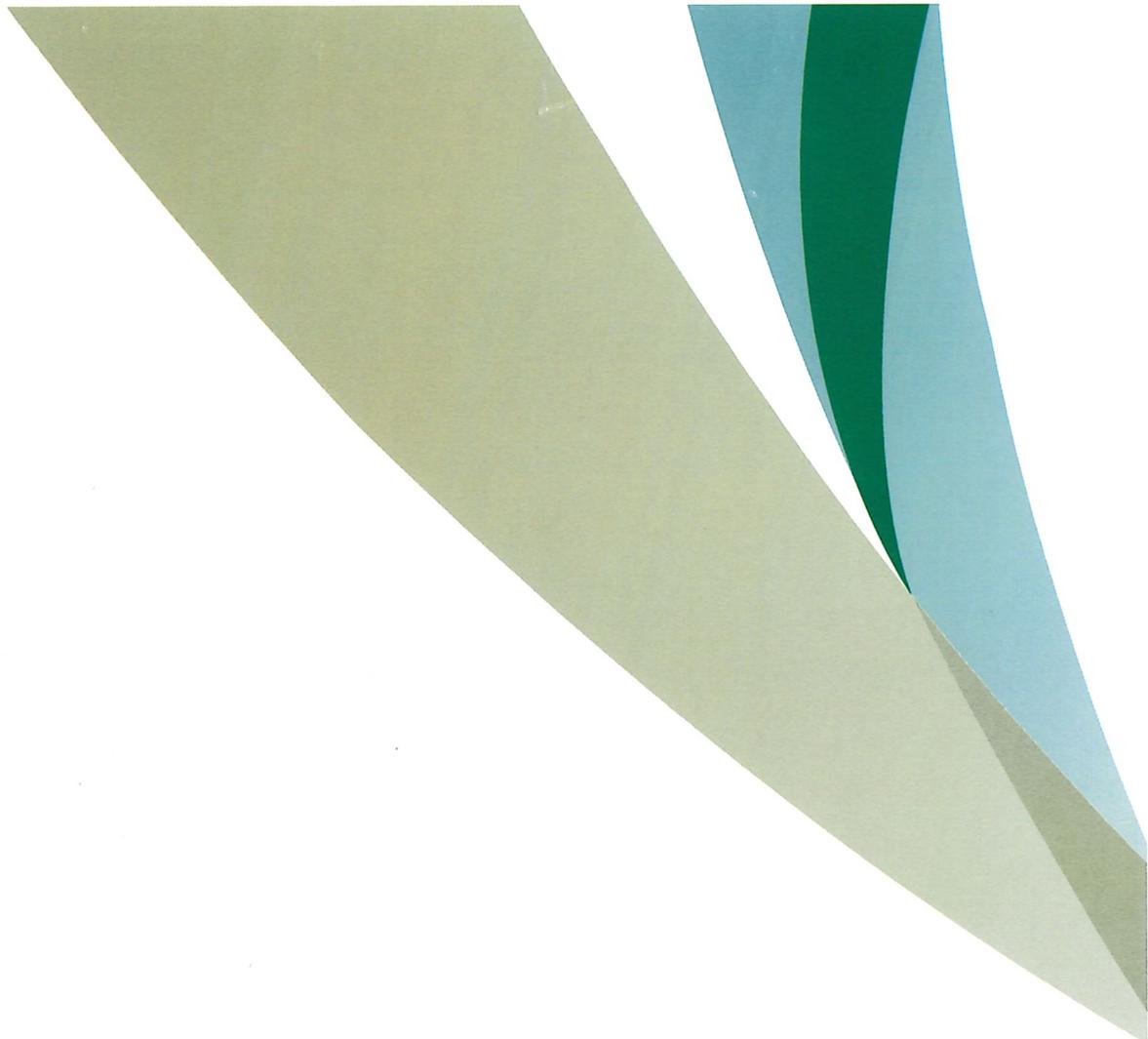
Our shared, steadfast commitment to traditional values and innovative thinking over the last 70 years, has earned us positive recognition and a stellar reputation in South Florida and around the U.S. An AV rated firm by Martindale-Hubbell, Fowler White Burnett has enjoyed considerable success and has consistently received recognition from leading legal directories, trade publications, and client- and peer-reviewed industry awards and rankings. We are members and officers of numerous professional organizations. In fact, Henry Burnett, one of the firm's founders, helped establish the Dade County Bar Association and Florida Defense Lawyers Association.

Fowler White Burnett has also earned a reputation as an expert resource to call on when the media needs insight and background on various legal trends and pressing issues. Our attorneys are recognized authorities and thought leaders who are regularly quoted on matters of significance by the most highly regarded local and national media outlets. They are also frequent authors on topics related to their specific practice, as well as speakers to local, national and international audiences.

Committed to the principle of giving back to the South Florida Community, the firm created the Fowler White Burnett Connects Community Service Initiative. The program provides a venue for Fowler White Burnett attorneys, staff and their families to join together in a variety of efforts to support the important work of many worthy, not-for-profit organizations in Miami-Dade, Broward and Palm Beach Counties. From Habitat Blitz builds to participating in 5K runs, the firm encourages attorneys, staff and their families to be actively involved in enhancing the firm's presence in the communities it serves.



Fowler White Burnett
ATTORNEYS AT LAW



Fowler White Burnett
ATTORNEYS AT LAW 

Miami

Fowler White Burnett, P.A.
Espirito Santo Plaza
1395 Brickell Avenue, 14th Floor
Miami, Florida 33131
305.789.9200 main

Fort Lauderdale

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One Financial Plaza
100 Southeast 3rd Avenue, 21st Floor
Fort Lauderdale, Florida 33394
954.377.8100 main

West Palm Beach

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Northbridge Centre
515 North Flagler Drive, Suite 2100
West Palm Beach, Florida 33401
561.802.9044 main

www.fowler-white.com

VILLAGE OF PALMETTO BAY
CODE COMPLIANCE – SPECIAL MASTER SERVICES
CONTRACTUAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as “Village”), and Fowler White Burnett Attorneys at Law authorized to do business in the State of Florida, (hereinafter referred to as “Proposer” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposal (“RFP”) on August 8th, 2018, and

WHEREAS, Proposer submitted a Bid dated August 31, 2018 in response to the Village’s request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Proposer and agreed to enter into an Agreement with the Proposer to perform the services described in the RFP and Proposal submitted by the Proposer 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 Code Compliance-Special Master Services RFP No. 1719-07-015 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by the Proposer dated August 31st, 2018. (Exhibit2).

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. Proposer 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. The Proposer 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

The Proposer and the individual executing this Agreement on behalf of the Proposer warrant to the Village that the Proposer is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that the Proposer 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.

Article 4 Payment and/or Fees

The Proposer shall submit invoices detailing the services provided, 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 to the Village of Palmetto Bay, Code and Compliance Office, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Proposer 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 Proposer 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 Proposer 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, or after termination in the Village's discretion if needed for a post contract audit of money due on Proposer's performance). Termination or cancellation of the contract will not relieve the Proposer of any obligations or liabilities resulting from any acts committed by the Proposer 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 Proposer 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 Proposer agrees that in the event this Contract is terminated for the Village's breach, the damages that Proposer 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 commence upon the date of execution hereof and shall remain in effect for a period of two (2) years with an option to renew at the Villages request, every year after contract expires but will not exceed more than four (4) consecutive years, or until terminated by the Village as herein set forth. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this this agreement, an updated insurance certificate will be needed annually.

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 Proposer under this Agreement, audit, or cause to be audited, those books and records of Proposer which are related to Proposer's performance under this Agreement. Proposer 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 Proposer's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Proposer under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Proposer 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 Proposer. The Proposer shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Proposer authorized to use the Village's Tax Exemption Number in securing such materials.

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

Article 11 Indemnification

The Proposer 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 Proposer or its employees, agents, servants, partners, principals or sub-Proposers. Proposer 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. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer 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 Proposer. 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:

- Comprehensive General Liability - \$1,000,000 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 Proposer liability insurance - \$1,000,000
- Garage 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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. If 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

This writing and exhibits contain 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 governed 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 Proposer of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Proposer 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 Proposer, 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:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Proposer:

Ira J. Gonzalez, Shareholder
Fowler, White Burnett, P.A.
1395 Brickell Avenue, 14th Floor
Miami, Florida 33131

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 Proposer

Proposer is and shall remain an independent Proposer and is not an employee or agent of the Village. Services provided by Proposer shall be by employees of Proposer 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. Proposer 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 Proposer. The rights granted to Proposer hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Proposers to perform services including those hereunder.

Article 19 Assignment

The Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all 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 Proposer 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 Proposer 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 Proposer to the Village. None of the work or services under this Contract shall be subcontracted unless the Proposer obtains prior written consent from the Village. Approved Sub-Proposer shall be subject to each provision of this Contract and the Proposer shall be responsible and indemnify the Village for all Sub-Proposer's acts, errors or omissions.

Article 20 Prohibition Against Contingent Fees

Proposer warrants that it has no employees or retained any Proposer or person, other than a bona fide employee working solely for Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Proposer, corporation, individual or Proposer, other than a bond fide employee working solely for Proposer, 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 Proposer 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

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

Article 32 Safety Provisions

The Proposer 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 Proposer'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 Proposer 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 Proposer's operations, it shall be replaced or restored at the Proposer's expense. The facilities shall be replaced or restored to a condition as good as when the Proposer began work.

Article 35 Immigration Act of 1986

The Proposer warrants on behalf of itself and all sub-Proposers 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 Proposer Non-Discrimination

In the award of subcontracts or in performance of this work, the Proposer agrees that it will not engage in, nor permit such sub-Proposers 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. Proposers 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 Proposer and all sub-Proposers 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 Proposer to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Proposer. An ambiguity or defect shall be considered patent if it is of such a nature that the Proposer, 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 Proposer or sub-Proposers 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 Proposer 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, Proposer shall immediately notify the Village in writing, and the Proposer and all sub-Proposers 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 Proposer'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.

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

OWNER

PROPOSER

Village of Palmetto Bay

Fowler White Burnett, P.A

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

1395 Brickell Avenue, 14th Floor
Miami, Florida 33131

BY _____

BY _____

Edward Silva
Print Name

Ira J. Gonzalez
Print Name

Village Manager
Title

Shareholder
Title

ATTEST

Missel Arocha
Village Clerk

Witness

APPROVED AS TO FORM BY

Print Name

Village Attorney