



## North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### OFFICIAL AGENDA

#### REGULAR VILLAGE COMMISSION MEETING

**NORTH BAY VILLAGE  
1700 KENNEDY CAUSEWAY, #132  
NORTH BAY VILLAGE, FL 33141**

**TUESDAY, DECEMBER 11, 2012**

**7:30 P.M.**

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

VILLAGE COMMISSION MEETINGS ARE BROADCAST LIVE ON CHANNEL 20 FOR ATLANTIC BROADBAND SUBSCRIBERS.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION OR A SIGN LANGUAGE INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (305) 756-7171 NO LATER THAN FOUR DAYS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS AT (800) 955-8771 (TDD) OR (800) 955-8700 (VOICE) FOR ASSISTANCE.

#### **1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**

##### **A. ELECTION OF VICE MAYOR (*PURSUANT TO SECTION 3.05(B) OF THE VILLAGE CHARTER*)**

##### **1.) Commission Action**

#### **2. PROCLAMATIONS AND AWARDS**

##### **A. SPECIAL PRESENTATIONS**

##### **1. VOLUNTEERS – VILLAGE HALLOWEEN EVENT**

##### **B. ADDITIONS AND DELETIONS**

#### **3. BOARD REPORTS**

##### **A. BUSINESS DEVELOPMENT ADVISORY BOARD**

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

~~Commissioner~~  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**B. YOUTH SERVICES BOARD**

4. **PUBLIC SAFETY DISCUSSION**
5. **COMMISSIONERS' REPORTS**
6. **VILLAGE ATTORNEY'S REPORT**
7. **VILLAGE MANAGER'S REPORT**
8. **GOOD & WELFARE AT APPROXIMATELY 8:30 P.M.**
9. **CONSENT AGENDA:** Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$2,180 FOR THE POLICE DEPARTMENT RECORDS MANAGEMENT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Resolution will allow for the receipt of grant funding which will be used for the purchase of a photocopier for the police department.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH C&L GRAPHICS FOR THE PURCHASE AND INSTALLATION OF THREE SIGNS AT DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO IMPLEMENT THE PURCHASE ORDER/QUOTE; AUTHORIZING THE EXPENDITURE OF \$13,025 FOR THE SIGNAGE; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY) - DEFERRED FROM OCTOBER 9, 2012**

The proposed Resolution seeks approval for the purchase and installation of identification signs, signs advertising playground rules, park rules, and dedication signage at Dr. Paul Vogel Park at 7920 West Drive.

- C. A RESOLUTION OF THE NORTH BAY VILLAGE COMMISSION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH LARUE PLANNING & MANAGEMENT SERVICES, INC. FOR THE PURPOSE OF PROVIDING PROFESSIONAL COMPREHENSIVE PLANNING SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Resolution will authorize an agreement with LaRue Planning to provide planning services for the Village on a continuing basis.

- 1.) **Commission Action**

10. **PLANNING & ZONING CONSENT AGENDA**

11. **ORDINANCES FOR FIRST READING AND RESOLUTIONS**

- A. **AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32 "DEPARTMENTS AND BOARDS" OF THE VILLAGE CODE OF ORDINANCES TO CHANGE THE "YOUTH SERVICES BOARD" TO "YOUTH AND EDUCATION SERVICES BOARD" AND TO REVISE THE REQUIREMENTS AND DUTIES OF THE BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Ordinance calls for the inclusion of "education" in the name of the Youth Services Board and adds the responsibility of recommending ideas to the Commission regarding educational programs and initiatives that affect youths in the Village, including those in the Treasure Island Elementary IB Program.

1.) **Commission Action**

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE FLORIDA INLAND NAVIGATION DISTRICT AND NORTH BAY VILLAGE FOR IMPROVEMENTS TO DR. PAUL VOGEL PARK; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

1.) **Commission Action**

The proposed Resolution will approve an agreement with FIND for the award of \$110,167 in grant funding to the Village for improvements to Dr. Paul Vogel Park.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE FLORIDA INLAND NAVIGATION DISTRICT AND NORTH BAY VILLAGE FOR DESIGN AND PERMITTING OF THE BAYWALK PLAZA AREA; APPROVING MATCHING FUNDS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Resolution will approve an agreement with FIND for the award of \$50,250 in grant funding to the Village for the Baywalk Plaza Area-Phase 1 and provide matching funds for the project.

**1.) Commission Action**

- D. A RESOLUTION OF THE NORTH BAY VILLAGE COMMISSION AMENDING THE FISCAL YEAR 2011-12 BUDGET; MAKING END OF YEAR ADJUSTMENTS TO THE ANNUAL BUDGET ADOPTED ON SEPTEMBER 30, 2011 FOR FISCAL YEAR OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Resolution will approve changes to General Fund revenues, expenditures, and transfers in the 2012 Fiscal Year Budget.

**1.) Commission Action**

- E. A RESOLUTION OF THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE 2013 FISCAL YEAR GENERAL OPERATING BUDGET BY TRANSFERRING \$5,000 FROM THE GENERAL FUND RESERVE ACCOUNT TO THE SPECIAL EVENT LINE ITEM OF THE GENERAL OPERATING ACCOUNT; AUTHORIZING THE VILLAGE MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Resolution will allow a transfer of \$5,000 from the General Fund Reserve Account to the General Operating Account for economic development expenses.

**1.) Commission Action**

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND FEDERAL PROPERTY REGISTRATION CORPORATION FOR REGISTERING VACANT, ABANDONED, AND FORECLOSED PROPERTIES IN THE VILLAGE; WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF VILLAGE CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Resolution will authorize an agreement with Federal Property Registration Corporation to address foreclosed/abandoned properties in the Village for proper maintenance and upkeep.

**1.) Commission Action**

- G. A RESOLUTION OF THE NORTH BAY VILLAGE COMMISSION APPROVING AND RATIFYING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NORTH BAY VILLAGE AND AMERICAN TRAFFIC SOLUTIONS FOR TRAFFIC SAFETY CAMERA PROGRAM; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE SECOND AMENDMENT; RATIFYING THE EXECUTION OF THE SECOND AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Resolution will ratify an amendment to the agreement with ATS to extend the initial term on a month-to-month basis.

**1.) Commission Action**

**12. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING**

**13. UNFINISHED BUSINESS**

**11N. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER TO SELECT SFM SERVICES, INC. AS THE MOST QUALIFIED PROPOSER TO RFP NO. NBV 2012-01 FOR LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AN AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR APPROVAL BY THE COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY) (DEFERRED FROM OCTOBER 9, 2012)**

**1.) Commission Action**

The proposed Resolution will authorize the Village Manager to negotiate a contract with SFM Services, Inc. for approval by the Village Commission, to maintain the public right-of-ways in the Village and public parks.

**14. NEW BUSINESS**

**A. A. RFQ FOR LEGAL SERVICES**

**1.) Commission Action**

**B. VILLAGE MANAGER PERFORMANCE EVALUATION STATUS**

**1.) Commission Action**

**C. EXTERNAL AUDITOR SERVICES**

**1.) Commission Action**

**D. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) – LOCAL FUNDING AGREEMENT**

**1.) Commission Action**

**E. PARKS AND OPEN SPACE LAND AVAILABILITY**

**1.) Commission Action**

**F. VILLAGE ADMINISTRATIVE OFFICE CLOSING**

**1.) Commission Action**

**G. EXECUTIVE BOARD MEMBER/MIAMI-DADE COUNTY LEAGUE OF CITIES**

**1.) Commission Action**

**H. COMBINING POSITION OF EXECUTIVE ASSISTANT TO THE VILLAGE MANAGER AND COMMISSION & GRANTS ADMINISTRATOR**

**1.) Commission Action**

**15. APPROVAL OF MINUTES**

- A. REGULAR COMMISSION MEETING – OCTOBER 9, 2012**
- B. TENTATIVE BUDGET PUBLIC HEARING – SEPTEMBER 13, 2012**
- C. REGULAR COMMISSION MEETING – SEPTEMBER 11, 2012**
- D. SPECIAL COMMISSION MEETING – JULY 25, 2012**
- E. REGULAR COMMISSION MEETING – JULY 10, 2012**

**1.) Commission Action**

**16. ADJOURNMENT**

**NORTH BAY VILLAGE  
MEETING NOTICE**

<b>TUESDAY, DECEMBER 18, 2012</b>	<b>6:30 P.M.</b>	<b>SPECIAL COMMISSION MEETING</b>
<b>TUESDAY, DECEMBER 18, 2012</b>	<b>7:30 P.M.</b>	<b>PLANNING &amp; ZONING BOARD MEETING</b>
<b>SATURDAY, DECEMBER 22, 2012</b>	<b>2-3 P.M.</b>	<b>BOOK MOBILE (1841 GALLEON STREET)</b>
<b>SATURDAY, DECEMBER 29, 2012</b>	<b>2-3 P.M.</b>	<b>BOOK MOBILE (1841 GALLEON STREET)</b>

**Meetings are held in the Commission Chambers at 1700 Kennedy Causeway, Suite #132, North Bay Village, Florida, unless otherwise specified. Any meeting may be opened and continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the Village Clerk at (305) 756-7171 for information. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 756-7171 no later than four (4) days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.**

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## NORTH BAY VILLAGE POLICE DEPARTMENT

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**MEMORANDUM NO. 12-12-02**

**DATE:** December 5, 2012

**TO:** Mayor Connie Leon-Kreps  
Vice-Mayor Eddie Lim  
Commissioner Richard Chervony  
Commissioner Wendy Duvall  
Commissioner Jorge Gonzalez  
Yvonne Hamilton, Village Clerk

**FROM:**  Robert J. Daniels, Chief of Police 

**VIA:** Dennis Kelly, Village Manager

**SUBJECT:** DECEMBER COMMISSION AGENDA – MIAMI DADE COUNTY  
OFFICE OF MANAGEMENT AND BUDGET - FEDERAL FUNDS  
AWARDED FROM THE DRUG CONTROL AND SYSTEM  
IMPROVEMENT FORMULA GRANT PROGRAM

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**Background:**

We have been awarded federal funds in the amount of \$2,180 for the purpose of a Records Management Project through the Edward Byrne Memorial Justice Assistance Grant Program. These funds will be utilized to purchase a photocopier for the Records Division in the Communications Dispatch Center.

**Recommendation:**

We are recommending Commission approval and authorization to enter into this Agreement between Miami-Dade County and North Bay Village according to the terms of the FY2013 Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988 (effective retroactive to October 1, 2012).

RJD:mjm

*9AL11*



## North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

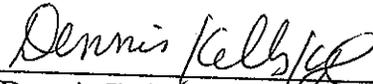
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

North Bay Village

**DATE:** December 5, 2012

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:**   
Dennis Kelly, Village Manager

**SUBJECT:** Introduction of Resolution

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Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$2,180 FOR THE POLICE DEPARTMENT RECORDS MANAGEMENT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

DK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$2,180 FOR THE POLICE DEPARTMENT RECORDS MANAGEMENT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

**WHEREAS**, Miami-Dade County (the "County") has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988; and

**WHEREAS**, an appropriation not to exceed \$2,180 has been approved North Bay Village (the "Village") under the Grant for improvement to the Records Management Program; and

**WHEREAS**, there is no dollar match requirement for the Grant; and

**WHEREAS**, the Grant will allow the Village to purchase a photocopier for the Police Department; and

**WHEREAS**, the Commission finds that it is in the best interest of the City to approve the agreement between the City and the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA:**

**Section 1.** **Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

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**Section 2.** Approval of Form of Agreement. The Agreement between Miami-Dade County and the City of North Bay Village, a copy of which is attached as Exhibit "A", (the "Agreement") together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney is hereby approved.

**Section 3.** Authorization of Village Officials. The Village Manager is authorized to take all actions necessary to enter into the Agreement and to implement the terms and conditions of the Agreement.

**Section 4.** Execution of the Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village subject to the approval as to form and legality by the Village Attorney.

**Section 5.** Authorization of Fund Expenditure. The Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the grant agreement.

**Section 6.** Effective Date. This Resolution shall take effect immediately upon adoption.

Notwithstanding the preceding sentence, the Agreement shall be retroactive to October 1, 2012.

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Eddie Lim \_\_\_\_\_  
Commissioner Richard Chervony \_\_\_\_\_  
Commissioner Wendy Duvall \_\_\_\_\_  
Commissioner Jorge Gonzalez \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_\_ day of December, 2012.

\_\_\_\_\_  
Connie Leon-Kreps

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Mayor

**ATTEST:**

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Yvonne P. Hamilton  
Village Clerk

**APPROVED AS TO FORM FOR USE ONLY BY  
NORTH BAY VILLAGE:**

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Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
Village Attorney

North Bay Village Resolution: Drug Control System Improvement Program Grant -

9A(5)

**North Bay Village**

**FY2013**

**Contract**

**9A(6)**  
*Exhibit A*

# MIAMI-DADE COUNTY

## CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19<sup>th</sup> Floor Miami, FL 33128, and the **CITY of NORTH BAY VILLAGE** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Records Improvement Project**.

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

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

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

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

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

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

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

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$2,180**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

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

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2012 through September 30, 2013.**

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

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

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

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

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

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

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

9A(8)

nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

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

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

The Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions; regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

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XI. **CONFLICT OF INTEREST.** The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as may be amended from time to time, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

**Nepotism.** The Provider will comply with section 112.3135 of the Florida Statutes regarding restrictions on employment of relations.

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

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

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

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

If to the COUNTY:

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

If to the PROVIDER:

North Bay Village Police Department  
1700 Kennedy Causeway, #132  
North Bay Village, FL 33141  
Attention: Sgt. Amy Suarez

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

**XV. BREACH OF CONTRACT: COUNTY REMEDIES.**

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

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

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

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

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

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

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

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

6. Any other remedy available at law or equity.

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

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

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

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

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

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

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

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

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

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Records Improvement Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2013

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

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

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

**XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.**

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is

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already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs, as well as the cost of the proposed equipment and the size of the Provider organization. The Provider shall maintain an adequate property management system. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

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

D. Equipment Acquired with Funds under this Contract. Equipment acquired shall be used and managed by the Provider to ensure that the equipment is used for criminal justice purposes.

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

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of at least five (5) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

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A. Records. All program records will be retained by the Provider for not less than five (5) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Records Improvement Project** services must reflect:

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

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and October 5, 2013 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and October 15, 2013 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

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

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

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

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

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

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

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

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

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

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

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

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

**XX. PROHIBITED USE OF FUNDS.**

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

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

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

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

**XXI. MISCELLANEOUS.**

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

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

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

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision.

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Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

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

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

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

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

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

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

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

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

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

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

**INTENTIONALLY LEFT BLANK**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CARLOS A. GIMENEZ  
MAYOR

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## SUMMARY OF ATTACHMENTS

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

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**PROGRAM NARRATIVE**

Jurisdiction Name: North Bay Village

Contact Person: Sgt. Amy Suarez

Address: 1700 Kennedy Causeway, #132  
North Bay Village, FL 33141

Contact Numbers: (305) 758-2626 Office  
(954) 257-0183 Cell

Program Area: Records Improvement

Program Dates: 10/01/12 through 09/30/13

Program Name: Records Improvement

Target Population: City residents & visitors

Problem Identification

The City of North Bay Village does not currently have the ability to disseminate all pertinent information regarding follow up on crimes to our detective bureau electronically. We lack the proper equipment to give our detectives property information and photos directly and immediately when handling a case. The current paper system in place is cumbersome and time consuming, significantly increasing the amount of time it takes for detectives to solve cases.

Program Description

The City of North Bay Village plans to utilize the FY2013 Byrne allocation to purchase an all in one image printer for its dispatch unit. The detectives will be able to receive all case files including property information and photos while out on their daily duties via email on their mobile devices. This will significantly reduce response time for detectives solving a crime and improve the efficiency of the North Bay Village criminal records management system.

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Jurisdiction Name: North Bay Village

Contact Person: Sgt. Amy Suarez

Address: 1700 Kennedy Causeway, #132,  
North Bay Village, FL 33141

Contact Numbers: (305) 758-2626 Office  
(954) 257-0183 Cell

Program Area: Records Improvement

Program Dates: 10/01/12 through 09/30/13

Program Name: Records Improvement

Target Population: City residents & visitors

Required Activities	Planned Measures	Monitoring Plan
<p>To purchase equipment for criminal justice records improvement activities in this project.</p>	<p>The Provider shall be responsible for:</p> <p>Purchase one image printer to transmit criminal case files to detectives electronically.</p>	<p>The Provider is to submit the following information to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Copies of purchase orders, invoices and cancelled checks for all materials purchased.</p>

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**PROGRAM BUDGET**

**Attachment B**

Jurisdiction Name: North Bay Village

Contact Person: Amy Suarez

Program Area: Records Improvement

Phone: (305) 758 2626

Program Name: Records Improvement

Program Dates: 10/01/12- 09/30/13

**CONTRACTUAL SERVICES TOTAL**

**\$2,180**

**Salaries and Benefits, Total**

**\$0**

**Operating Capital Outlay Total**

**\$1,372**

One (1) Image printer including 1 yr. warranty

\$1,372

**Expenses, Total**

**\$808**

Three (3) black toner cartridges

\$356

One (1) Cyan toner cartridge

150

One (1) Magenta toner cartridge

152

One (1) yellow toner cartridge

150

**Total Budget**

**\$2,180**

Dade County will reimburse an amount not to exceed: \$2,180

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ATTACHMENT C

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

Quarterly Project Performance Report

CRIMINAL JUSTICE RECORDS IMPROVEMENTS  
Fiscal Year 2013

North Bay Village

(City)

Records Improvement

(Project Name)

Amy Suarez

(Name of Person Completing Form)

(Title)

(Phone)

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

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5

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

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FY2013 Quarterly Project Report  
Criminal Justice Records Improvement  
North Bay Village

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

- 1 Amount of JAG funds expended on equipment and/or supplies?
- 2 Number of equipment/supplies items purchased with JAG funds
- 3 Specify type of equipment/supplies purchased with JAG funds

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

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**Edward Byrne Memorial Justice Assistance Grant Program**

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS**

(To Be Copied on Jurisdiction Letterhead)

City:	Date of Claim:
Project Name:	Claim Number:
Telephone:	Claim Period:

Name of Person Completing Form:



1. Total Federal Budget \$ \_\_\_\_\_      2. Amount This Invoice \$ \_\_\_\_\_
3. Amount of Previous Invoices \$ \_\_\_\_\_      4. Remaining Budget Balance \$ \_\_\_\_\_  
(Subtract lines 2 & 3 from line 1)

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

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

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

Respectfully submitted,

\_\_\_\_\_  
 Chief of Police/Other City Official

\_\_\_\_\_  
 Payment Approved, Miami Dade County

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

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

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

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

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

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

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

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

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

- \_\_\_\_\_ The firm does not have annual gross revenues in excess of \$5,000,000.
- \_\_\_\_\_ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.
- \_\_\_\_\_ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;
- \_\_\_\_\_ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

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

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

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

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

By: \_\_\_\_\_ (Signature of Affiant) \_\_\_\_\_ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

200\_\_ by \_\_\_\_\_ . He/She is personally known to me or has presented \_\_\_\_\_ as identification. (Type of Identification)

\_\_\_\_\_  
(Signature of Notary) \_\_\_\_\_ (Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary) \_\_\_\_\_ (Expiration Date)

Notary Public - Stamp State of \_\_\_\_\_ (State)

Notary Seal

9A(34)

**Form A-12**  
**Code of Business Ethics**

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

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

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

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

**Compliance with Government Rules and Regulations**

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

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

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

Business Accounting

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

Promotion and Sales of Products and Services

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

Public Life and Political Campaigns

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

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

Pass-through Requirements

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

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

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

MBE Staff Utilization

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

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

By: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Signature of Affiant)

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary)

\_\_\_\_\_  
(Expiration Date)

9A(31)

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

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

By: \_\_\_\_\_ (Date)  
(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

200\_\_ by \_\_\_\_\_ He/She

is personally known to me or has presented \_\_\_\_\_  
(Type of Identification)

as identification.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public – Stamp State of \_\_\_\_\_  
(State)

Notary Seal

9A138)

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

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

1. This sworn statement is submitted to Miami-Dade County  
by \_\_\_\_\_  
(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:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

9A(39)

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

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

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

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

9A(40)

**JAG/BYRNE GRANT ADMINISTRATION****PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS  
(Ordinance 97-104)**

Name of Organization: \_\_\_\_\_ Address: \_\_\_\_\_

**REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT**

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

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

<u>NAME OF SUBCONTRACTOR OR SUB-CONSULTANT</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
--	----------------	-----------------------

**No subcontractors will be used.**

**REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT**

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

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

<u>NAME OF SUPPLIER</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
-------------------------	----------------	-----------------------

**No suppliers will be used.**

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

Signature of Authorized Representative: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

Address: \_\_\_\_\_ City/ State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

9AL40



## North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

**DATE:** December 11, 2012

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Eddie Lim  
Commissioner Richard Chervony  
Commissioner Wendy Duvall  
Commissioner Jorge Gonzalez

**FROM:** Dennis Kelly   
Village Manager

**SUBJECT:** Redevelopment of Dr. Paul Vogel Park: Authorization to purchase three (3) signs.

#### RECOMMENDATION:

It is recommended that the Commission approve a Resolution authorizing the Village Manager to purchase three (3) signs similar to the design by Tom Graboski for \$13,025 including installation at Dr. Paul Vogel Park.

The three signs identified in the Park Signage Plans attached have Sign Type and Location Number for your reference and are:

<u>Cost</u>	<u>Sign Type / Location Number - Sign Content</u>
\$ 8,900	1.1 / 1.01 - Main Park Identity Sign "North Bay Village Dr. Paul Vogel Community Park" with Dedication on it, as per the Community Enhancement Board, "Hereby dedicated to the residents of North Bay Village and to the life time service of Dr. Paul Vogel Mayor Emeritus".

\$ 275	4.4 / 1.02 - "Daily Park Hours:... & Park Rules: ..."
--------	---

**9BU)**

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**MEMO TO NORTH BAY VILLAGE COMMISSION  
 DECEMBER 11, 2012  
 PAGE 2 OF 2**

\$ 1,900	4.3 / 1.14 - "Playground Rules:..."
\$1,950	Installation of three (3) signs estimate
<hr/> \$13,025	<hr/> Total

The Community Enhancement Board addressed the matter at its July 3, 2012 meeting and recommended the following by unanimous votes:

1. Correcting the Dr. Paul Vogel Park marker dedication date and names of the Mayor and the Commission.
2. Changing the wording on the dedication to say:..." dedicated to the residents of North Bay Village and the lifetime service of Dr. Paul Vogel Mayor Emeritus".
3. Incorporating the marker, dedication, and entrance signs into one sign, the main identity sign, to cut down on clutter; and getting a price quote for the new sign design.

**BACKGROUND:**

Staff received three estimates and the most economical is included for your consideration. Only the three signs presented are being considered for purchasing and installation at this time. The three quotes are shown in this spreadsheet by Vendor:

VENDOR	QUOTATION
C & L Graphics.	\$13,025
High Spirits Inc.	\$16,425
Ideas Advertising Group.	\$16,700

The Village received \$415,000 from the Safe Neighborhood Parks Bond Program and other grant programs for improvements to Dr. Paul Vogel Park. The funds will be used to complete construction of new gazebos, a water connection, additional landscaping, and an extension to the walkway, walking path, brick paver walkway extension, playground, benches, bike rack, and exercise equipment, irrigation, and water and sewer laterals.

9B(2)

**BUDGETARY IMPACT:**

The funds for the purchase of the three signs at Dr. Paul Vogel Park are available from grant funding under Safe Neighborhood Parks Bond Program.

**CONTACT:**

Dennis Kelly, Village Manager  
Sam Zamacona, Director of Public Works

**ATTACHMENTS:**

- 1) Resolution
- 2) Park Signage Plans
- 3) Three quotations
- 4) Current park budget

9B(3)

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH C&L GRAPHICS FOR THE PURCHASE AND INSTALLATION OF THREE SIGNS AT DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO IMPLEMENT THE PURCHASE ORDER/QUOTE; AUTHORIZING THE EXPENDITURE OF \$13,025 FOR THE SIGNAGE; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

WHEREAS, North Bay Village (the "Village ") has obtained three cost estimates for the purchase of the signage at Dr. Paul Vogel Park, as designed previously by TGA Designs.

WHEREAS, C&L Graphics provided the lowest cost estimate and has provided the installation of the existing signage at Dr. Paul Vogel Community Park; and

WHEREAS, the Village Manager hereby recommends that the Commission approve the services of C&L Graphics at a lump sum cost of \$13,025 to continue to install the required park identification signs, signs advertising playground rules, park rules, and dedication signage, plus the cost of installation.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

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

**Section 2. Approval of Purchasing Order/Quote.** The Purchase Order/Quote with C&L Graphics in the amount of \$13,025 for purchase and installation of four signs for Dr. Paul Vogel Park, a copy of which is attached as Exhibit "1", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved

98(4)

**Section 3. Authorization of Village Officials.** The Village Manager and Village Attorney are authorized to take all steps necessary to implement the terms and conditions of the purchase order/quote.

**Section 4. Authorization of Fund Expenditure.** The Village Manager is authorized to expend \$13,025 to C&L Graphics from budgeted funds from the Safe Neighborhood Parks Grant Funds to implement the terms and conditions of the purchase order/quote.

**Section 5. Execution of Documents.** The Village Manager is authorized to execute the purchasing order/quote on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the purchase order/quote, subject to the approval as to form and legality by the Village Attorney.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Eddie Lim \_\_\_\_\_  
Commissioner Richard Chervony \_\_\_\_\_  
Commissioner Wendy Duvall \_\_\_\_\_  
Commissioner Jorge Gonzalez \_\_\_\_\_

9B(5)

**PASSED AND ADOPTED** this \_\_\_\_ day of December 2012.

---

Connie Leon-Kreps  
Mayor

**ATTEST:**

---

Yvonne P. Hamilton  
Village Clerk

**APPROVED AS TO FORM FOR USE ONLY BY  
NORTH BAY VILLAGE:**

---

**Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.**  
Village Attorney

North Bay Village Resolution: C&L Graphics-Dr. Paul Vogel Park Signs-December 2012

9B(6)



**City of North Bay Village**

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**MEMORANDUM**  
**North Bay Village**

**DATE:** November 30, 2012

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:**   
Dennis Kelly, Village Manager

**SUBJECT:** Introduction of Resolution

---

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH C&L GRAPHICS FOR THE PURCHASE AND INSTALLATION OF THREE SIGNS AT DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO IMPLEMENT THE PURCHASE ORDER/QUOTE; AUTHORIZING THE EXPENDITURE OF \$13,025 FOR THE SIGNAGE; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

DK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

**9B(7)**  
Commissioner  
Jorge Gonzalez



**C&L GRAPHICS**  
consulting • design • printing • advertising

3901 NW 79th Avenue / Suite 244 / Doral, FL 33166  
T. 786.877.5522 / F. 786.513.0132  
E. carlos@candlgraphics.com

# Quote

**BILL TO**

City of North Bay Village  
1700 Kennedy Causeway Suite 132  
North Bay Village FL 33141  
Attn: Sam Zamacona

**SHIP TO**

City of North Bay Village  
1700 Kennedy Causeway Suite 132  
North Bay Village FL 33141  
Attn: Sam Zamacona

P.O. NO.	QUOTE No.	DUE DATE	REP.	ORDER No.	SHIP VIA
Sam	09657-C	07/27/12	CR		Hand Delivered

Sign Type	DESCRIPTION	Location	Qty.	AMOUNT
1.1	"CITY OF N. BAY VILLAGE VOGELPARK SIGNS" Manufactured with Economical Materials to look like TGA Design Main Park Identity Sign "Dr. Paul Vogel with Dedication on it	1.01	1	\$8,900.00
4.3	Playground rules	1.14	1	1,900.00
4.4	Daily Park Hours & Park Rules	1.02	1	275.00
	Installation for above signs (approx.) City Permits are not included.		3	1,950.00
SUB-TOTAL				13,025.00
TAX				N/A
DEPOSIT				

All jobs need a 50% deposit at the time of ordering and 50% at the time of delivery.

Please make checks payable to: C&L Graphics, Inc.

*Thank You for your business*

**TOTAL \$13,025.00**

9B(8)



**HIGH SPIRITS INC.**  
 2353 Coral Way  
 Miami, FL 33145  
 Phone: 305-860-3601  
 e-mail: highspiritsinc@aol.com

# ESTIMATE

**SOLD TO:**

North Bay Village City  
 1700 Kennedy Causeway / #132  
 North Bay Village, Florida 33141  
 Sam Zamacona

REQUESTED BY	QUOTE NO.	DATE	REP.	TERMS
Sam Zamacona	Q-10513	05/18/12	P. O.	COD

DESCRIPTION	QTY	AMOUNT
<b>CITY OF NORTH BAY VILLAGE VOGEL PARK SIGNAGE</b> Manufactured with to look like Design by TGA		
<b>Identification Signs:</b>		
1.1 Park Main ID Sign with Dedication on same sign	1	\$10,950.00
<b>Informational Signs:</b>		
4.3 Playground rules	1	2,900.00
4.4 Daily Park Hours & Park Rules	1	425.00
Installation for above	3	2,150.00
<b>Grand Total</b>		<b>\$16,425.00</b>

Prices do not reflect taxes, they'll be added to the invoice when applicable. The prices herein are good for 30 days only. When you have decide to place an order, please attached this quote with your request.

*9B(9)*

# IDEAS

ADVERTISING GROUP

7900 NW 43 Street | Suite#340  
 Doral, Florida 33166  
 Phone 305.215.5705 Fax 786.513.7608  
 Edwin@IdeasAdvertisingGroup.com

## QUOTATION

Quote No. 120521-003  
 Invoice Date September 21, 2012

### SHIP TO

City of North Bay Village  
 1700 Kennedy Causeway Suite 132  
 North Bay Village FL 33141  
 Attn: Sam Zamacona

### BILL TO

City of North Bay Village  
 1700 Kennedy Causeway  
 Suite 132  
 North Bay Village FL 33141

Sales Rep.	P.O. Number	Ship Date	Ship Via	FOB	Terms
E. GONZALEZ	Sam Zamacona	00/00/00	Truck	Miami, FL	COD

Quantity	Description	Unit Price	Total
	<b>"CITY OF N. BAY VILLAGE VOGELPARK SIGNS"</b> Manufactured to look like TGA Design		
1	<b>INFORMATIONAL SIGNS:</b> 4.3 Playground rules	2470	\$2,470.00
1	4.4 Park Rules	380	\$380.00
1	<b>IDENTIFICATION SIGNS:</b> 1.1 Park Main ID Sign + Dedication	11500	\$11,500.00
3	Installation for above signs (3 total signs)		\$2,350.00
		<b>Sub-Total</b>	<b>\$16,700.00</b>
<b>It's been a pleasure working with you. Thank You!</b>		<b>Tax</b>	
If customer invoices are delinquent thirty(30) days from the date that your order is completed. A late charge of \$25.00, together with interest accruing at the rate of 1.5% per month shall be assessed. Customer shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney fees.		<b>Total</b>	<b>\$16,700.00</b>
		<b>Balance Due</b>	<b>\$16,700.00</b>

98(10)

**CITY OF NORTH BAY VILLAGE  
VOGEL PARK IMPROVEMENTS  
\$ 5,493,851.35**

	Sources of Funds								
	Safe Neighborhood Parks (County)	Coastal Partnership (DEP)	FIND	Grant Total	City Req'd Match (Exp)	Add'l City Contrib.	NBV Bond Issue Contrib.	Total City Contrib.	Total Sou Fund
Planning, Design, Project Administration, Soft Costs	51,000.00			51,000.00	51,000.00		23,502.27	74,502.27	125
Seawall Design/ Permitting/ Engineering/ Bidding			4,470.00	4,470.00				-	4
<b>Total Sources for Soft Costs</b>	<b>\$ 51,000.00</b>	<b>\$ -</b>	<b>\$ 4,470.00</b>	<b>\$ 55,470.00</b>	<b>\$ 51,000.00</b>	<b>\$ -</b>	<b>\$ 23,502.27</b>	<b>\$ 74,502.27</b>	<b>\$ 129</b>
Construction, Fixtures, Furniture, Equipment	244,500.00	60,000.00	50,530.00	355,030.00	134,000.00	(1,403.42)		132,596.58	487
Art Allowance	4,500.00			4,500.00			4,500.00	4,500.00	9
<b>Total Sources for Hard Cost</b>	<b>\$ 249,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 50,530.00</b>	<b>\$ 359,530.00</b>	<b>\$ 134,000.00</b>	<b>\$ (1,403.42)</b>	<b>\$ 4,500.00</b>	<b>\$ 137,096.58</b>	<b>\$ 496</b>
<b>TOTAL SOURCES FOR SOFT &amp; HARD COSTS</b>	<b>\$ 300,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 55,000.00</b>	<b>\$ 415,000.00</b>	<b>\$ 185,000.00</b>	<b>\$ (1,403.42)</b>	<b>\$ 28,002.27</b>	<b>\$ 211,598.85</b>	<b>\$ 626</b>
Land Acqulsition							4,508,493.50	4,508,493.50	
Cost of Issuance							35,000.00	35,000.00	
Cap. Interest							323,035.00	323,035.00	
Bank Fees, Prof. Svcs.							724.00	724.00	
Other Park Expenses									
<b>TOTAL ACQUISITION SOURCES</b>							<b>\$ 4,867,252.50</b>	<b>\$ 4,867,252.50</b>	<b>\$ 4,867</b>
<b>PROJ SOURCES GRAND TOTAL</b>	<b>\$ 300,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 55,000.00</b>	<b>\$ 415,000.00</b>	<b>\$ 185,000.00</b>	<b>\$ (1,403.42)</b>	<b>\$ 4,895,254.77</b>	<b>\$ 5,078,851.35</b>	<b>\$ 5,493</b>

**MESSAGE SCHEDULE:**

Location Number:	Sign Type:	Message:	Notes:
1.01	1.1	Dr. Paul Vogel Community Park	Park Main ID
1.02	4.4	Daily Park Hours: 90 minutes after sunrise until sundown  Park Rules: No Pets, No Barbeques, No Alcoholic Beverages, No Skates or Skateboards, No Loud Music, Bikes in Bike Racks Only	Park Rules
1.03	1.2	Storage (grade 2 braille)	ADA sign
1.04	1.3	MEN (grade 2 braille)	ADA sign
1.05	1.3	WOMEN (grade 2 braille)	ADA sign
1.08	4.2	(Interpretive Sign)	Client to provide information.
1.09	4.2	(Interpretive Sign)	Client to provide information.
1.10	1.1A	Dr. Paul Vogel Community Park	Park Secondary ID
1.11	4.4	(Dock Rules)	Client to provide information.
1.14	4.3	(Playground Rules)	Client to provide information.
1.15	4.5	(Dedication Sign)	Client to provide information.
1.16	4.2	(Interpretive Sign)	Client to provide information.
1.17	4.1	(Fitness Motivational Sign)	Client to provide information.
1.18	4.1	(Fitness Motivational Sign)	Client to provide information.
1.19	4.1	(Fitness Motivational Sign)	Client to provide information.
1.20	4.1	(Fitness Motivational Sign)	Client to provide information.

project  
**West Drive Park Signage**  
**North Bay Village**

Issue / Revisions  
 1. 02.01.10 vfm  
 2. 06.17.10 vfm

Agadesign  
 4400 Project Dr., Suite 200  
 North Bay Village, Florida 33156  
 Tel: 305.955.5555  
 Fax: 305.955.5555  
 Contact: Vincent Mabin  
 vincent@agadesign.com

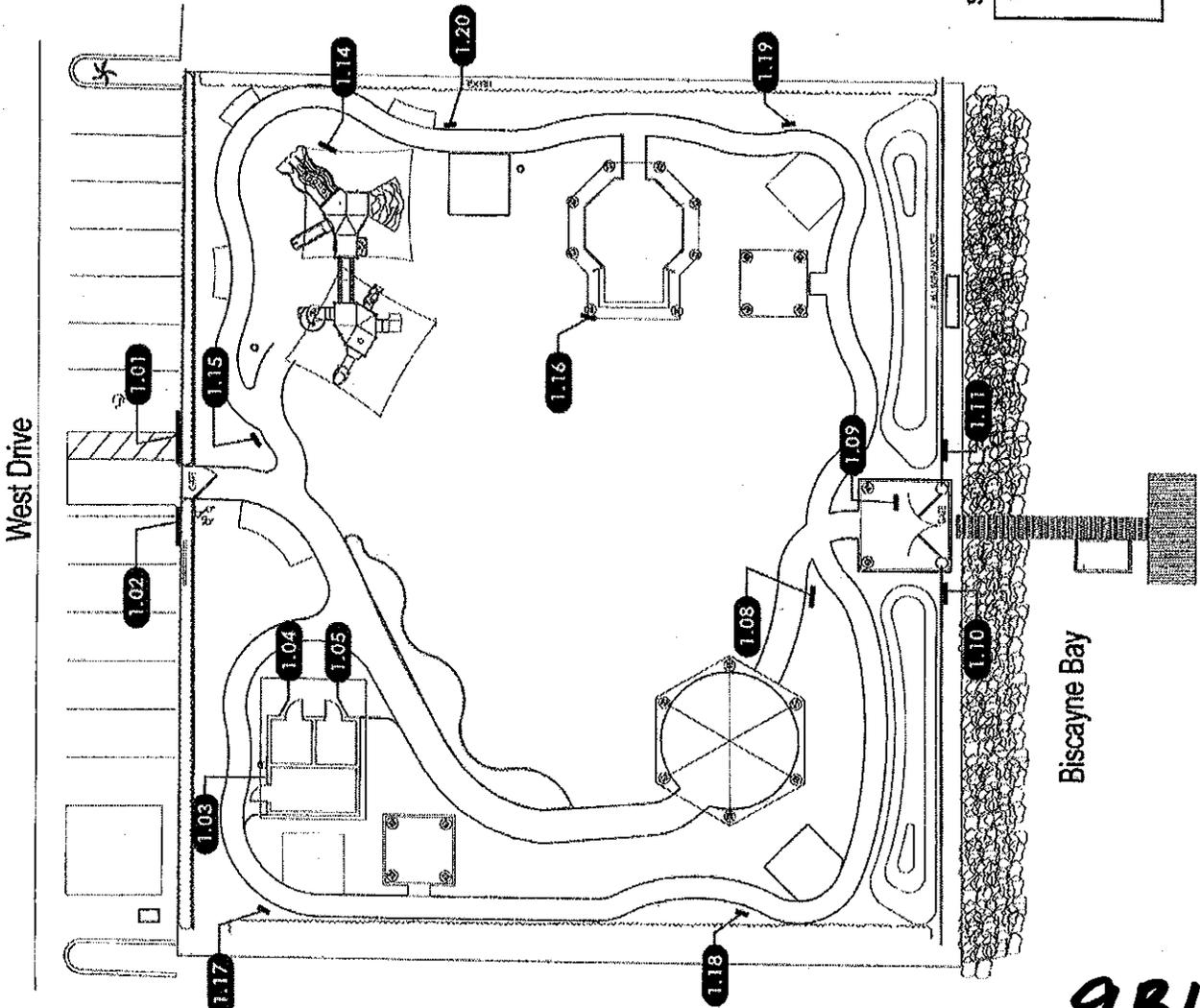
description  
**Site Plan**

SCALE  
 nbs

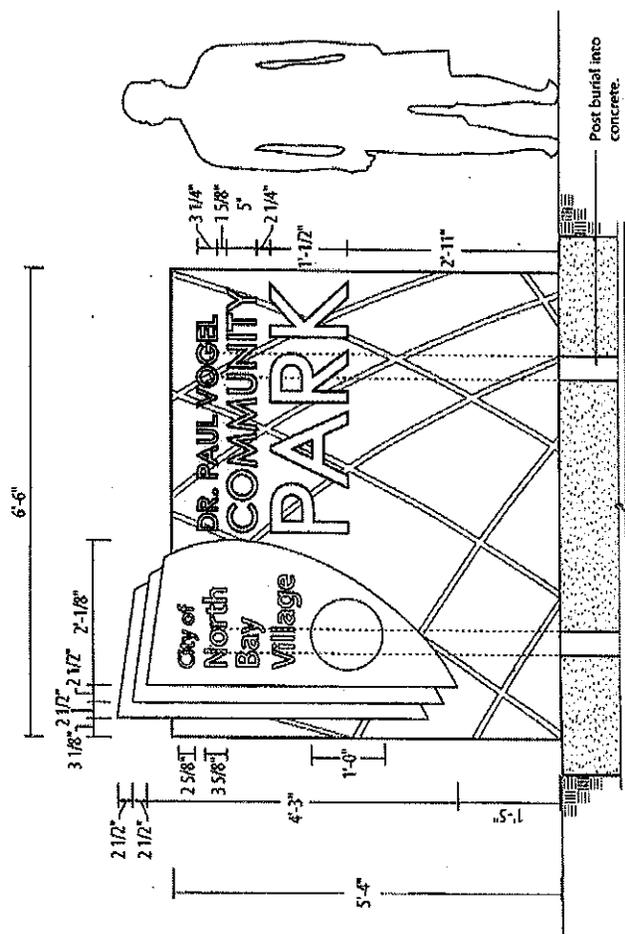
Sign Type  
**1**

**SIGN TYPE KEY:**

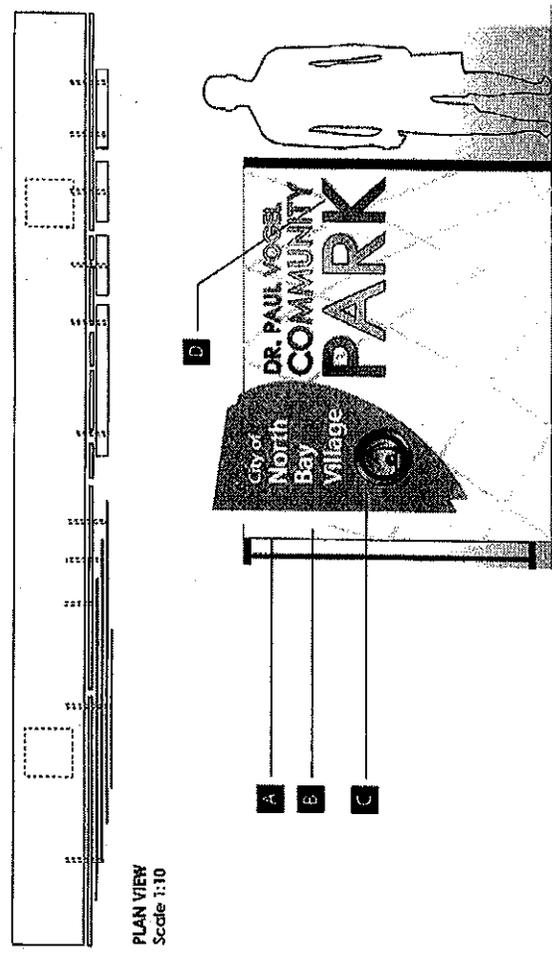
IDENTIFICATION	
1.1	Park Main ID Sign
1.1A	(Small) ID & Rules Plaque
1.2	ADA Sign
1.3	Restroom Sign
INFORMATIONAL	
4.1	Fitness Motivational Sign
4.2	Interpretive Signage
4.3	Playground Rules
4.4	Park / Dock Rules
4.5	Dedication Sign



9B(2)



**FRONT ELEVATION**  
Scale: 1:20



**PLAN VIEW**  
Scale: 1:30

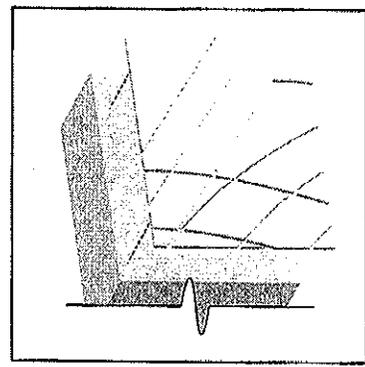
**PARK MAIN ENTRANCE ELEVATION**  
Scale: 1:25

**SPECIFICATIONS**

- A** 1/8" (t) welded aluminum pan structure. Structure to be continuously welded. All welds should be ground & painted.  
First surface painted to match Benjamin Moore 2B-1551 "La Paloma Gray" in a SATIN FINISH.  
Second surface & returns painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.
- B** Decorative Geometric pattern:  
1/4" (t) cut aluminum pieces mounted to sign faces revealing grid lines. Pieces painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.
- C** SAIL SHAPES:  
1/8" (t) cut & painted sail shapes. Qty. 3. Sails are overlapped and pin mounted flush to sign face. Sail shapes are painted to match:  

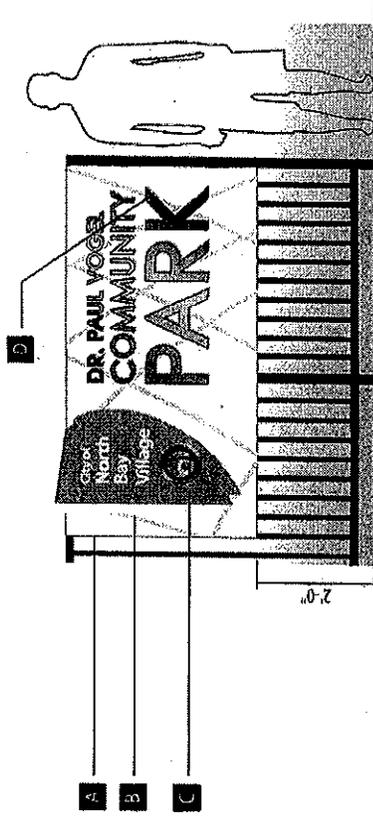
	BM 2B-768 "Atlantis Blue"		BM 3B-677 "Azure Water"
	BM 1B-374 "Luminaire"		
- D** 1" (d) cut aluminum letters. Faces & returns painted to match Matthews Paint 19894 "Stainless Steel Metallic".  
Pin mounted flush to the sign face.
- E** Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.  
Post buried into concrete.

**DETAIL OF DECORATIVE ELEMENT**

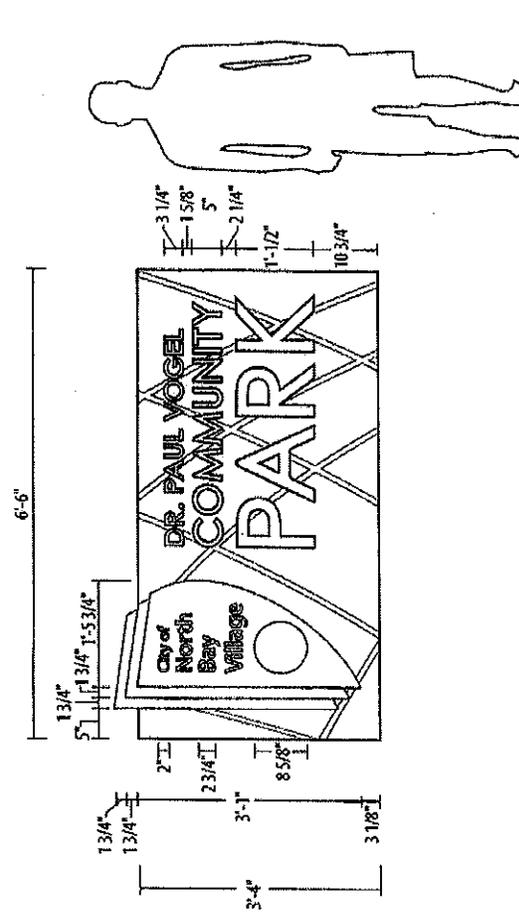


<b>Project</b> West Drive Park Signage 	<b>Issue / Revision</b> 1. 06.24.10 vfm 2.	<b>Description</b> Main Park Identify Sign	<b>Sign Type</b> 1.1

9B03



**PARK SECONDARY (Dock) ENTRANCE ELEVATION**  
 Scale: 1:25



**FRONT ELEVATION**  
 Scale: 1:20

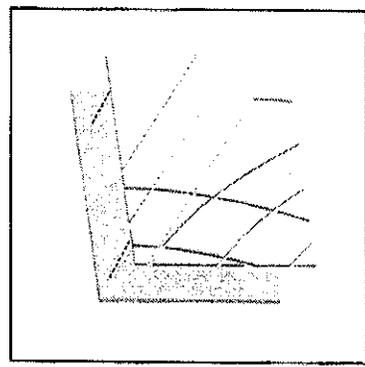
**SPECIFICATIONS**

- A** 1/4" (t) aluminum panel. First and second surfaces painted to match Benjamin Moore 28-1551 "La Paloma Gray" in a SATIN FINISH.
- B** Decorative Geometric pattern:  
 1/8" (t) cut aluminum pieces mounted to sign faces revealing grid lines. Pieces painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.
- C** SAIL SHAPES:  
 1/8" (t) cut & painted sail shapes. (Qty. 3). Sails are overlapped and pin mounted flush to sign face. Sail shapes are painted to match:  
 BM 2B-768 "Atlantis Blue"  
 BM 3B-677 "Azure Water"  
 BM 1B-374 "Luminaire"
- D** 1/2" (d) cut aluminum letters. Face & returns painted to match Matthews Paint 19894 "Stainless Steel Metallic".  
 Pin mounted flush to the sign face.
- E** Mount to existing fence structure. Hardware to be non-oxidizing and be invisible.

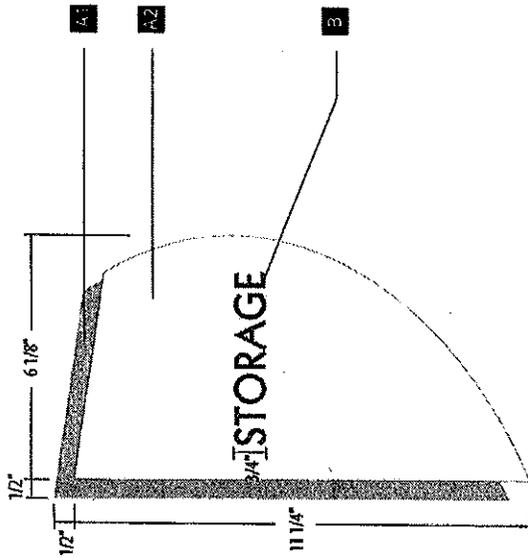
"City of North Bay Village" text is frisket painted in WHITE SATIN FINISH.  
 Fabricator to use artwork provided.  
 1/8" (t) cut & painted aluminum circle painted to match Benjamin Moore 1B-1548 "Classic Gray".  
 City seal is a 3M vinyl output applied to 1st surface with protective clear coat.  
 Flush mounted.

9B(14)

**DETAIL OF DECORATIVE ELEMENT**



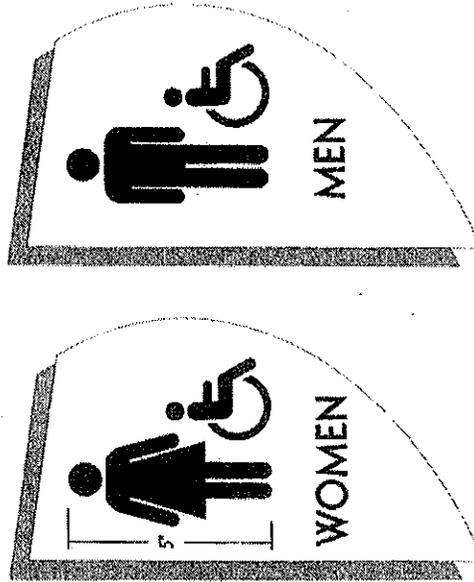
Project <b>West Drive Park Signage</b> North Bay Village	Issue / Revisions 1. 06.30.10 vfm 2.	Description <b>Park Secondary Identify Sign</b>	Sign Type <b>1.1A</b>
	Logo/Design AND POINT OF CONTACT FOR ALL CITY OF NORTH BAY VILLAGE PROJECTS WWW.CITYOFNBVILLAGE.ORG CONTACT: VANESSA TOSCANI VANESSA@CITYOFNBVILLAGE.COM		



**SPECIFICATIONS**

- A** 1/8" (d) Exterior grade Jet photopolymer plaque. (Qty: 2)
- A1 painted to match Benjamin Moore 2B-768 "Atlantis Blue".
- A2 painted to match Benjamin Moore 1B-1612 "Pelican Gray".
- B** 1/32" raised letters, symbol & braille dots
- Text & Symbols:  
Painted to match Benjamin Moore 3B-1616 "Stormy Sky".  
Font is Kabel Heavy.
- Braille dots:  
Painted to match photopolymer plaque A2
- C** Adhere to wall surface with silicone and foam tape.

ST 1.2 ADA SIGN  
FRONT ELEVATION



ST 1.3 RESTROOM SIGN  
FRONT ELEVATION

Project: <b>West Drive Park Signage</b> North Bay Village	
tpdesign 458 West Duval Blvd Suite 201 Coral Gables, Florida 33134 (305) 444-2222 F 305-444-2842 F 305-444-2255 Contact: Andrew Mann amann@tpdesign.com	ISSUE / REVISIONS 1. 06.21.10 v1m description <b>ADA Sign &amp; Restroom Sign</b>
100-8 1:3	SEP 15 09 <b>1.2/1.3</b>

9B(15)

**1-0"**

**7-0"**

**6"**

**3"**

**A**

**B**

**C**

**PLAN SECTION**  
Scale: nts

**1/8" (d) Aluminum panel**  
All first surface graphics are frisket painted. See Specs below.  
Second surface of panel is painted to match Benjamin Moore 3B-677 "Azure Water"

**NOTE: Round all corners.**

**3" round aluminum support post painted to match Benjamin Moore 3B-677 "Azure Water"**

**1/8" thk. breakform aluminum attachment brackets (Qty: 5).**  
Painted Benjamin Moore 3B-677 "Azure Water".  
Attaches to sign panel in 2 places with weld or high bond adhesives. Bracket attaches to pole with non-visible fasteners.

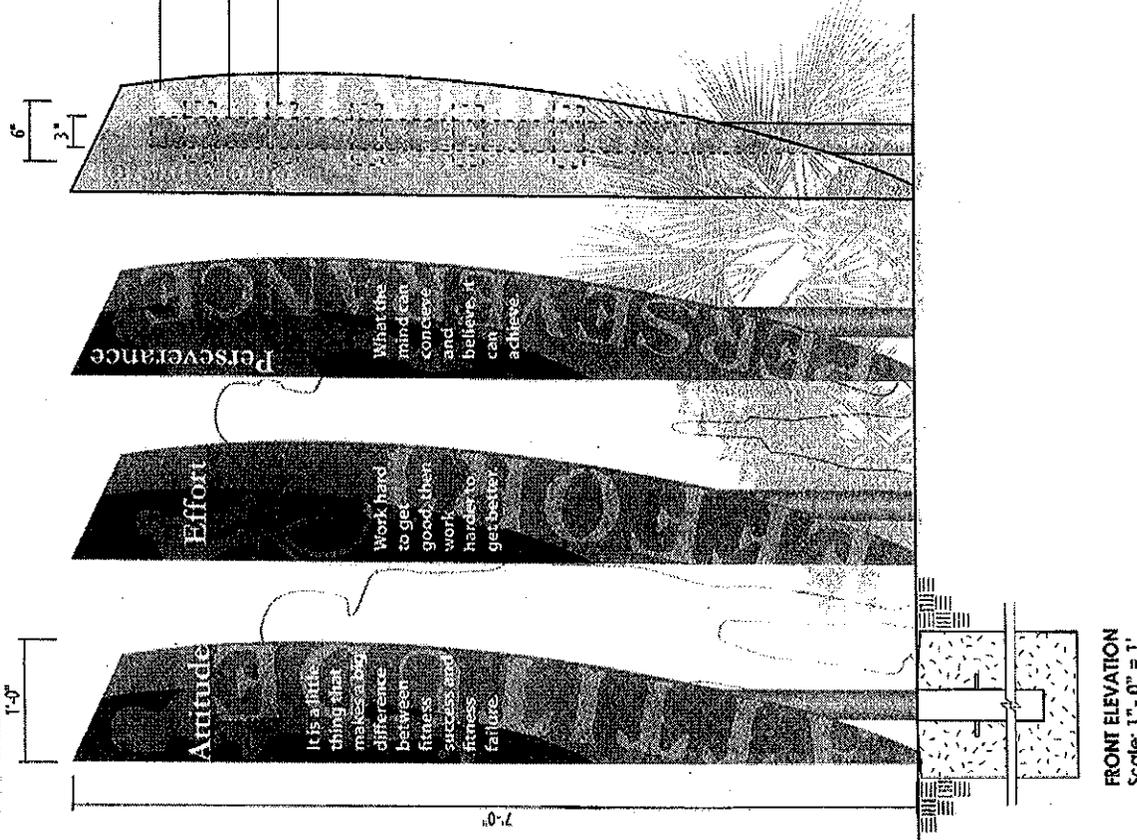
**Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.**

**NOTE: TEXT IS PLACEHOLDER  
CLIENT TO PROVIDE FINAL TEXT/COPY**

**COLOR & TYPE SPECS**

BM 3B-754 "Wilmington Spruce"  
 BM 3B-677 "Azure Water"  
 BM 2B-768 "Atlantis Blue"  
 BM 1B-766 "Delano Waters"  
 White

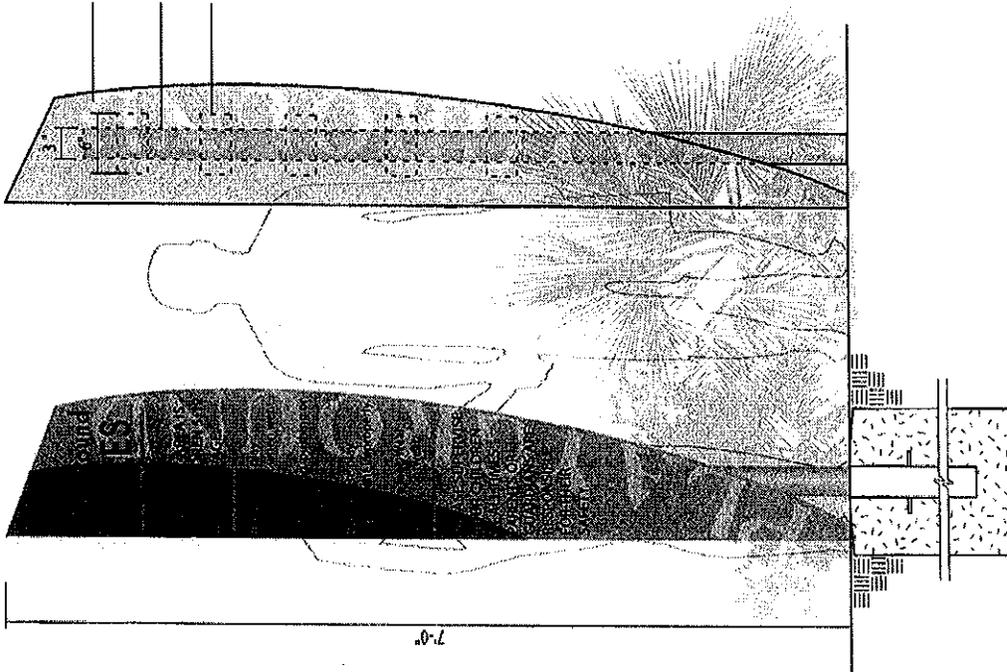
**Fonts:**  
 T1: Garamond Bold  
 T2: Stamp Act Regular  
 T3: Myriad Pro Bold



**9B114**

Project <b>West Drive Park Signage</b> North Bay Village		Issue / Revision 1. 06.22.10 vfm 2.	description <b>Fitness Motivational Sign</b>	sign type <b>4.1</b>
<b>tgadesign</b> 5555 Pines Avenue Blvd Suite 402 33565 North Palm Beach, Florida 33418 www.tgadesign.com P: 561.947.7900 F: 561.947.7917		Client Name/Email mario@tpg.com		
SS-01 V-01		notes		

1'-3"



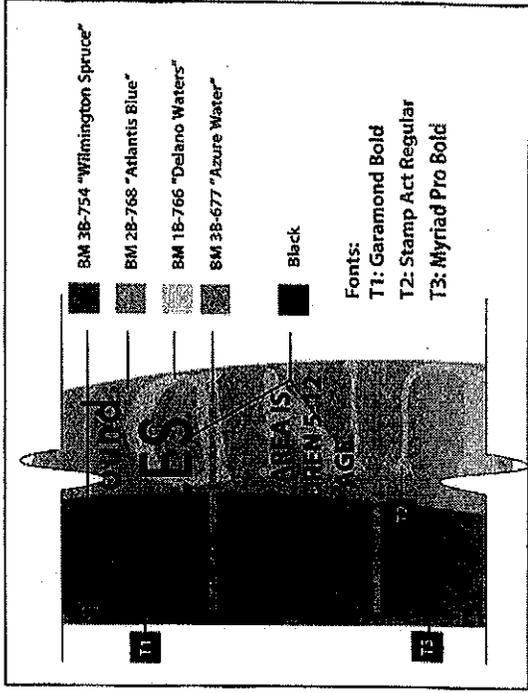
PLAN SECTION  
Scale: nts

**SPECIFICATIONS**

- A** 1/8" (d) Aluminum panel  
All first surface graphics are frisket painted. See Specs below.  
Second surface of panel is painted to match Benjamin Moore 3B-677 "Azure Water"
  - B** NOTE: Round all corners.
  - C** 3" round aluminum support post painted to match Benjamin Moore 3B-677 "Azure Water"
  - D** 1/8" thk. breakform aluminum attachment brackets (Qty: 5).  
Painted Benjamin Moore 3B-677 "Azure Water".  
Attaches to sign panel in 2 places with weld or high bond adhesives. Bracket attaches to pole with non-visible fasteners.
- Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.

NOTE: TEXT IS PLACEHOLDER  
CLIENT TO PROVIDE FINAL TEXT/COPY

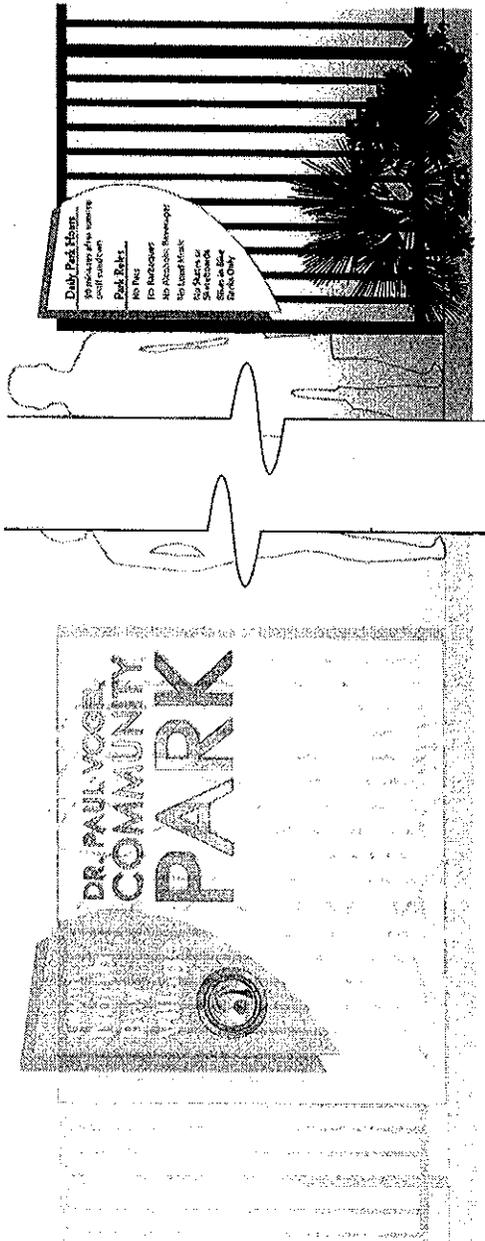
**COLOR & TYPE SPECS**



FRONT ELEVATION  
Scale: 1" = 0" = 1"

Project: <b>West Drive Park Signage</b>  <b>North Bay Village</b>	Issue / Revisions 1. 06.30.10 v1m 2.	description <b>Playground Rules</b>	sign type <b>4.3</b>
 1045 Shores Dr. Unit 806 Suite 401 Coral Gables, Florida 33134 www.tgadesign.com	214-381-6322 F 305-997-2827 Contact: Vanessa Marino vanmar@tgadesign.com	scale varies	

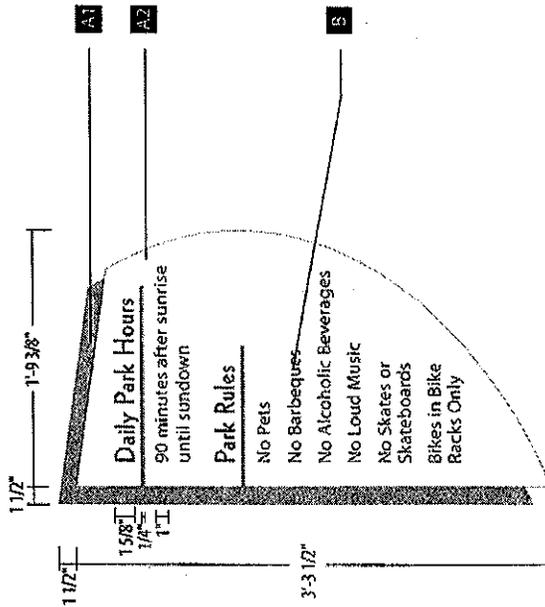
9B(02)



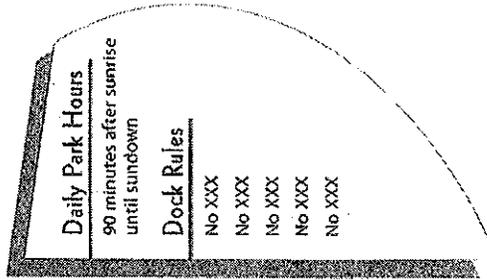
**SPECIFICATIONS**

- A** 1/8" (d) Aluminum panel (Qty: 2)  
A1 painted to match Benjamin Moore 2B-768 "Atlantis Blue".  
A2 painted to match Benjamin Moore 1B-1612 "Pelican Gray".  
Cut 2 reveals from A2 to allow blue color to show.  
Round all corners.
- B** Frisket Paint Text to match Benjamin Moore 3B-1616 "Stormy Sky".  
Fabricator to use artwork provided.
- C** Mount to existing fence structure. Hardware to be non-oxidizing and be invisible.

**PARK MAIN ENTRANCE ELEVATION**  
Scale: 1:20



**FRONT ELEVATION - PARK RULES**  
Scale: 1:10

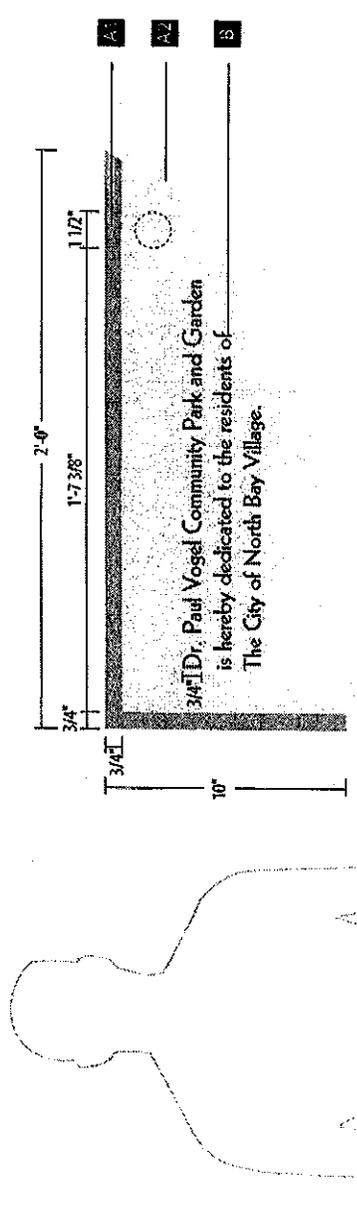


**FRONT ELEVATION - PARK RULES**  
Scale: 1:10

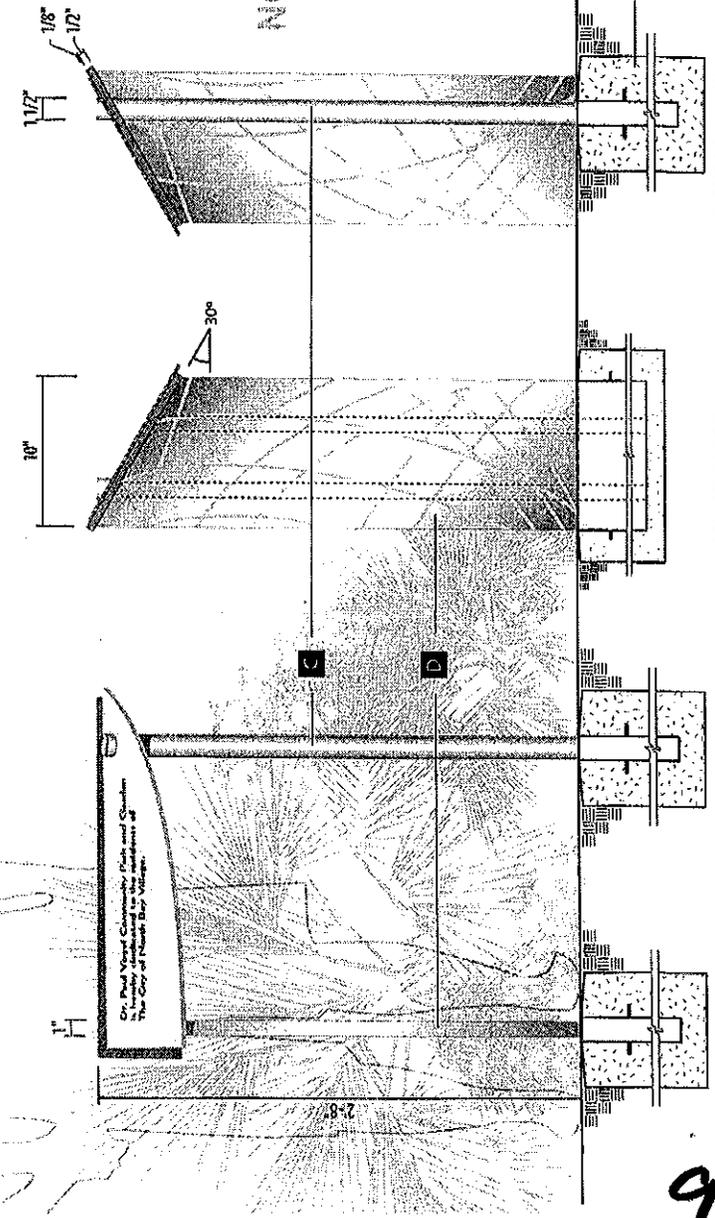
**NOTE: CLIENT TO PROVIDE FINAL TEXT/COPY FOR DOCK RULES**

project: <b>West Drive Park Signage</b> 	issue / revisions: 1. 06.21.10 v1m 2. 06.30.10 v1m	description: <b>Park / Dock Rules</b>	sign type: <b>4.4</b>
 tgedesign 4402 Finesse Dr. Suite 204 Suite 204 Fort Worth, Texas 76146 www.tgedesign.com	contact: T: 817.441.2222 F: 817.441.2222 Contact: Veronica Mack vmack@tgedesign.com	scope: varies	

9B(18)



**DETAIL OF SIGN FACE**  
Scale: 1:5



**RIGHT SIDE VIEW**  
Scale: 1" = 1/2" = 1'

**LEFT SIDE VIEW**  
Scale: 1" = 1/2" = 1'

**FRONT ELEVATION**  
Scale: 1" = 1/2" = 1'

Concrete footers as necessary for stability of sign.

**SPECIFICATIONS**

- A** A1: 1/2" (d) Aluminum mounting plate painted to match Benjamin Moore 2B-768 "Atlantis Blue".
- A2: 1/8" (d) Aluminum sign plate painted to match Benjamin Moore 1B-1612 "Pelican Gray". Attach A2 to A1 using non-visible fasteners.
- B** NOTE: Round all corners. Panels are set on a 30° angle.
- B** Frislet Paint Text, on sign plate, to match Benjamin Moore 3B-1616 "Stormy Sky".  
Font is Kabel Heavy
- C** 1 1/2" round aluminum support post painted to match MP 23302 Posate Silver Metallic LRV 52.3.  
\*Post welded to mounting plate A1. Decorative cap welded on top of sign plate A2 to give the illusion that the post is piercing the panels. Cap also painted to match MP 23302 Posate Silver Metallic LRV 52.3.

- D** 1" (d) aluminum pan structure, 2 interior vertical supports. Use cross bracing as needed. 1/8" Aluminum skin painted to match MP 23302 Posate Silver Metallic LRV 52.3.  
Frislet paint geometric pattern ON BOTH SIDES to match Benjamin Moore 1B-1613 "Silent Night" in a SATN FINISH.  
\*Pan structure welded to mounting plate A1
- E** NOTE: FABRICATOR TO GRIND, SMOOTH & PAINT ALL WELDS.

Concrete footers as necessary for stability of sign.

NOTE: CLIENT TO PROVIDE FINAL TEXT/COPY

Project <b>West Drive Park Signage</b> North Bay Village	Issue / Revisions 1. 06.21.10 vfm 2.	Description <b>Interpretive Signs/ Dedication Sign</b>	Sign Type <b>4.2/4.5</b>
Logo <b>gradesign</b> 1015 POND ST, SUITE 201 DORCESTER, MASS 01923 www.gradesign.com	Contract <b>West Drive Park Signage</b> 1015 POND ST, SUITE 201 DORCESTER, MASS 01923 www.gradesign.com	Scale varies	

98(19)



**City of North Bay Village**

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

**NORTH BAY VILLAGE**  
**RECOMMENDATION MEMORANDUM**

**DATE:** November 28, 2012

**TO:** Mayor Connie Leon Kreps  
Vice-Mayor Eddie Lim  
Commissioner Richard Chervony  
Commissioner Stuart Blumberg

**FROM:** Dennis Kelly   
Village Manager

**SUBJECT:** Village Planner Contract

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**RECOMMENDATION:**

It is recommended that the Village Commission approve the contract for Planning services from LaRue Planning & Management Services, Inc.

**BACKGROUND:**

Section 4.01 of the Village Charter provides that the Village Commission shall appoint all consultants. Consequently Resolution 2012-38 of North Bay Village Commission, served to confirm the Village Manager's decision to appoint Mr. LaRue as Planning Consultant for the Village. As a result of the Village Commissions unanimous vote to confirm the Village Manager's decision to appoint Mr. LaRue as Planning Consultant, the Village Manager was directed to negotiate a contract with LaRue Planning and Management Services and present it for review and consideration by the Village Commission. This contract is now being brought before Commission and said contract memorializes the terms and services which Mr. LaRue has already been providing to the Village for the past months and which services have proven to be reasonable, adequate and of superb quality.

9c(11)

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

1  
Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez

**FINANCIAL IMPACT:**

Mr. LaRue will continue to invoice the Village on a monthly basis for his services at a rate of \$125.00 per hour for actual time spent or stipulated agreed upon cost approved by Manager prior to commencement of work for the Village.

**PERSONNEL IMPACT:**

Approval of this contract will allow Mr. LaRue to continue to perform in his duties as Planning Consultant for our Village.

**CONTACT:**

Dennis Kelly, Village Manager  
Jenice Rosado, Deputy Village Mgr / HR Director



## North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

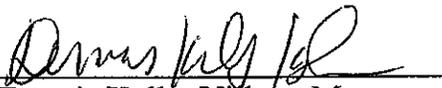
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

### MEMORANDUM

#### North Bay Village

**DATE:** November 30, 2012

**TO:** Yvonne P. Hamilton, CMC  
Village Clerk

**FROM:**   
Dennis Kelly, Village Manager

**SUBJECT:** Introduction of Resolution

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Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

**A RESOLUTION OF THE NORTH BAY VILLAGE COMMISSION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH LARUE PLANNING & MANAGEMENT SERVICES, INC. FOR THE PURPOSE OF PROVIDING PROFESSIONAL COMPREHENSIVE PLANNING SERVICES; SETTING AN EFFECTIVE DATE.**

Accordingly, please place the item on the next available agenda.

DK:yph

Mayor  
Connie Leon-Kreps

Vice Mayor  
Eddie Lim

Commissioner  
Dr. Richard Chervony

Commissioner  
Wendy Duvall

Commissioner  
Jorge Gonzalez **90(3)**

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

**A RESOLUTION OF THE NORTH BAY VILLAGE COMMISSION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH LARUE PLANNING & MANAGEMENT SERVICES, INC. FOR THE PURPOSE OF PROVIDING PROFESSIONAL COMPREHENSIVE PLANNING SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

**WHEREAS**, the Village Commission approved Resolution No. 2012-38 on September 13, 2012 which confirmed the Village Manager's appointment of LaRue Planning and Management Services, Inc. as the Planning Consultant for the City of North Bay Village; and

**WHEREAS**, the Village Commission authorized the Village Manager to negotiate the terms and conditions of an agreement with LaRue Planning and Management Services, Inc. for review and approval by the Commission; and

**WHEREAS**, the Village Manager hereby recommends that the Village Commission approve the agreement with LaRue Planning & Management Services, Inc. to provide professional comprehensive planning services for the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

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

**Section 2. Approval of Agreement.** The Agreement between North Bay Village and LaRue Planning & Management Services, Inc. for professional comprehensive planning and zoning services, a copy of which is attached as Exhibit "1," is hereby approved.

90(4)

**Section 3. Authorization of Village Officials.** The Village Manager is authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4. Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village subject to the approval as to form and legality by the Village Attorney.

**Section 5. Authorization of Funds Expenditure.** The Village Manager is authorized to expend budgeted funds to implement the terms of this Agreement.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**FINAL VOTE AT ADOPTION:**

Mayor Connie Leon-Kreps \_\_\_\_\_  
Vice Mayor Eddie Lim \_\_\_\_\_  
Commissioner Richard Chervony \_\_\_\_\_  
Commissioner Wendy Duvall \_\_\_\_\_  
Commissioner Jorge Gonzalez \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_ day of December, 2012.

\_\_\_\_\_  
Connie Leon-Kreps, Mayor

90(5)

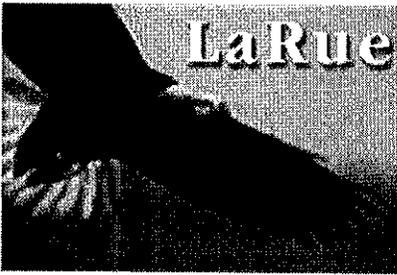
**ATTEST:**

\_\_\_\_\_  
Yvonne P. Hamilton, CMC  
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF  
NORTH BAY VILLAGE:**

\_\_\_\_\_  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
Village Attorney

North Bay Village Agreement-LaRue Planning & Management Services, Inc. /Professional Planning Services



# LaRue Planning & Management Services, Inc.

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## Agreement

**This Agreement** entered into on the \_\_\_ day of December 2012 between North Bay Village, a Florida Municipal Corporation (hereinafter referred to as the "Village"), whose address is 1700 Kennedy Causeway, Suite 132, North Bay Village, FL 33141, and LaRue Planning & Management Services, Inc., a Florida Corporation, (hereinafter referred to as the "Consultant"), whose address is 1375 Jackson Street, Suite 206, Fort Myers, Florida 33901-2845.

**Whereas**, the Consultant has previously provided professional comprehensive planning services including site plan, variances and zoning review, preparation and completion of the Village's 2006 Evaluation and Appraisal Report, the 2009 EAR-based Comprehensive Plan Amendments, the Water Supply Plan adopted in 2009, and 2012 Interim Planning/Zoning Services; and

**Whereas**, the Village desires the Consultant to continue providing professional comprehensive planning and zoning services on a continuing basis; and

**Whereas**, the Consultant is qualified and prepared to provide such professional services; and

**Now, Therefore**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Village and the Consultant agree that the consultant is prepared to perform any of the following services as authorized by the Village.

**1. Professional Planning Services:**

- a. Comprehensive Plan Amendments
- b. Land Development Regulations
- c. Rezoning, variances, special exceptions and site plan review
- d. Pre-development conferences/meetings as requested by the Village
- e. Development related advice and response to inquiries
- f. Attend Commission, and Planning & Zoning Board meetings as requested;
- g. Planning studies and grant preparation
- h. Updating the Five-Year Schedule of Capital Improvements of the Village's Comprehensive Plan

---

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1375 Jackson Street, Suite 206 Fort Myers, FL 33901 239-334-3366 www.larueplanning.com

9c(7)

2. **Time for Performance.** The time for the performance under this Agreement shall begin upon the date of its formal execution by both the Consultant and the Village. The term of this Agreement for performance of services listed in Paragraph 1 shall be from the effective date hereof, which shall be the date on which the last of the parties hereto executes this Agreement and is for three years from the effective date unless terminated by the Village upon 30 days written notice; the Village may grant two (2) one year extensions.

3. **Compensation and Method of Payment.**

a. Compensation for the performance of any of the services as listed in Paragraph 1 of this Agreement will be invoiced monthly at One Hundred Twenty-Five Dollars (\$125.00) per hour for actual time spent or a stipulated agreed upon cost approved prior to commencement of work with the Village.

b. **Costs.**

1. Reimbursement of costs for such items as exhibits, transcripts, or expert or witness fees requires prior written authorization by the Village and shall be reimbursed based upon documented third party vendor charges. The Village shall not pay for firm surcharges added to third party vendor charges.
2. Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated. (local refers to Miami-Dade and Broward Counties)
3. Non-routine office overhead expenses such as long distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, and photographs must be justified to the Village and shall be reimbursed based on documented third party vendor charges. If these charges exceed \$500.00 for any billing cycle, prior written approval from the Village's contract administrator must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.



- c. Travel. If travel is required to other areas of the state, including but not limited to Tallahassee, justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this Agreement will be reimbursed in accordance with the rate schedule set forth in Section 112.061, Florida Statutes, or the Village's usual and customary travel reimbursement rates whichever is greater. For the purpose of computing travel expenses, the Consultant's place of business, listed in the preamble to this Agreement or Village Hall and all travel expenses shall be computed on the basis most advantageous to the Village. Pursuant to Section 112.061, Florida Statutes, James G. LaRue is designated as an authorized traveler during the life of this Agreement; provided, that all travel to be reimbursed must be authorized in writing (or by e-mail) by the 's project manager, prior to the making of travel reservations or the travel. Consultant will not charge for travel to and from the.
- d. The Consultant shall not pledge the Village's credit or make the Village a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- e. The Consultant shall maintain a file(s), available for inspection by the Village, containing documentation of all costs and fees incurred in connection with this Agreement. The file(s) shall be maintained for a period of two years after the cost or fee is incurred by the Consultant, unless otherwise notified in writing by the Village specifying the document which may be exempted from being maintained.
- f. All payments will be made pursuant to monthly invoices submitted by the Consultant, and will be paid within thirty (30) days after receipt and approval by the Village.
4. **Project Management.** The Project Manager for the Consultant under this Agreement is James G. LaRue, AICP of LaRue Planning & Management Services, Inc. located at 1375 Jackson Street, Suite 206, Fort Myers, Florida 33901. The Project Manager for the Village shall be \_\_\_\_\_.



5. **Ownership of Documents.** All materials, reports, data and other documents developed by Consultant or otherwise generated pursuant to this Agreement shall remain the exclusive property of the Village and Consultant shall surrender them to the Village upon request or termination of this Agreement. All documents prepared pursuant to this Agreement are subject to Florida's Public Record Law. Refusal of the Consultant to allow public access to such records as required by such law shall constitute ground for unilateral cancellation of this Agreement by the Village; provided, however, that this Agreement shall not be terminated and the Consultant shall not provide access to any record, if directed by the Village's project manager, to withhold access to said document, because it is confidential or exempt from disclosure pursuant to Federal or Florida law.
6. **Nondiscrimination.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, or national origin.
7. **Independent Contractor.** The Village and the Consultant intend that an independent contractor relationship is created by this Agreement. Consultant shall not be considered an agent or employee of the Village for any purpose and the Village shall not be liable to carry unemployment compensation insurance or worker's compensation insurance on the Consultant, or Consultant's employees. The Village shall not withhold any taxes or social security from compensation paid to the Consultant. The Village shall not use the Consultant exclusively, and the Consultant shall be free to contract with other persons for similar or other services while under contract with the Village.
8. **Conflict of Interest.** The Consultant represents to the Village that it does not presently have any clients or other interests, and that it will not acquire any such clients or interests, which conflict in any manner, either directly or indirectly, with the performance of services required under this Agreement. The Consultant shall promptly notify the Village in writing by certified mail of all potential conflicts of interest for any prospective business associations.
9. **Attorney's Fees and Costs.** In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.



10. **Venue.** Any dispute or litigation arising between the parties pursuant to this agreement shall be litigated in Miami-Dade County, Florida.
11. **Amendment.** Any provision of this agreement may be modified by the mutual consent of the Village and Consultant. Should the Village request additional services not enumerated in Paragraph 1 of the Agreement, the Consultant shall charge the Village for additional time spent at the rate of One Hundred Twenty Five Dollars (\$125.00) per hour.
12. **Termination.** This Agreement may be terminated for any reason by the Village upon thirty (30) days prior written notice. Notice to be sent Certified Mail, Return Receipt Requested. The Consultant shall not terminate the Agreement except upon the failure of the Village to pay invoice(s) within 90 days of presentation.
13. **Indemnification.** The Consultant hereby indemnifies and holds harmless the Village and its agents and employees, from any claim, loss, liability or demand arising out of or relating to any negligent act, omission or misconduct by the Consultant in the performance of services under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date set forth below.

NORTH BAY VILLAGE, FLORIDA,

BY: \_\_\_\_\_  
 Signature Date Print Name Title

ATTEST: \_\_\_\_\_  
 Signature Date Print Name Title

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF  
 NORTH BAY VILLAGE ONLY

\_\_\_\_\_  
 Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
 Village Attorney

LARUE PLANNING & MANAGEMENT SERVICES, INC.

By: James G. LaRue 11/28/2012  
 James G. LaRue, President Date



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92611<sup>5</sup>

**RESOLUTION NO. 2012-38**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPOINTING LARUE PLANNING AND MANAGEMENT SERVICES, INC., AS PLANNING CONSULTANT PURSUANT TO SECTIONS 3.01 AND 4.01 OF THE CITY CHARTER; SETTING AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)**

**WHEREAS**, pursuant to Article IV, Section 4.01 of the City Charter, the City Manager is charged with appointing City employees; and

**WHEREAS**, Section 4.01 of the City Charter requires the City Manager to submit appointments of new department heads to the Commission for confirmation; and

**WHEREAS**, Section 3.01 of the City Charter provides that the City Commission shall appoint all consultants; and

**WHEREAS**, the City Manager recommends appointment of LaRue Planning and Management Services, Inc., as Planning Consultant for the City of North Bay Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AS FOLLOWS:**

**Section 1.**     **Recitals.** The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2.**     **Appointment.** The City Commission hereby confirms the City Manager's recommendation and appoints LaRue Planning and Management Services, Inc., as Planning Consultant for the City of North Bay Village effective upon negotiation or terms and conditions and City Commission approval of a contract.

**Section 3.**     **Authorization of City Officials.** The City Manager is directed to negotiate a contract with LaRue Planning and Management Services, Inc. for Planning Consultant services to the City, to be approved as to form and legality by the City Attorney, and present it for review and consideration by the City Commission.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon approval.

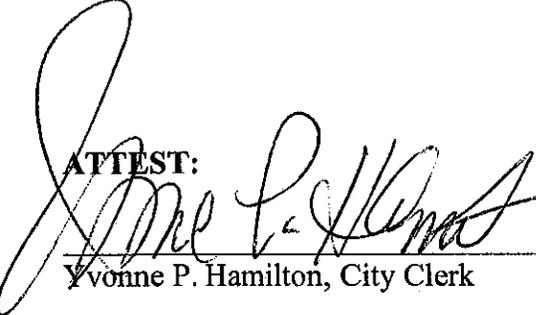
The motion to adopt the foregoing Resolution was offered by Commissioner Stuart Blumberg, seconded by Commissioner Richard Chervony.

**FINAL VOTE AT ADOPTION:**

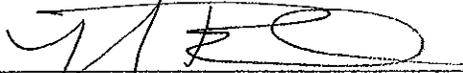
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Stuart Blumberg	<u>Yes</u>

**PASSED AND ADOPTED** this day of 13th, 2012.

  
\_\_\_\_\_  
Connie Leon-Kreps, Mayor

**ATTEST:**  
  
\_\_\_\_\_  
Yvonne P. Hamilton, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
City Attorney

City of North Bay Village Resolution: Appointment of City Planner-Jim LaRue.