



North Bay Village

1700 Kennedy Causeway, Suite 132

North Bay Village FL 33141

www.nbvillage.com

To: Dennis Kelly, Village Manager
From: Bert Wrains, CGFO Finance Director
Date: November 15, 2012
Re: External Auditor Services FY 2013

Recommendation:

It is recommended that the Commission review the Village's external auditors contract and determine if they want to extend it for one or two additional years or rebid the services.

Background:

Section 7.02, Independent Audits, of the Village Charter requires the Commission to:

"At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the City and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the city government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the City Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the City. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the City Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the City government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection."

The Village Charter Section 3.06 (I) states;

"Auditor. The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years."

142(1)

Florida Statute 218.391 provides for the auditor selection procedures.

There is no minimum or maximum contract period required. The Statutes just requires that the person or firm is selected using the auditor selection procedures in Section 289.291. (attached)

The Village Commission in 2002 with the adoption of Resolution No. 2002-52 limited the period the Village could contract with the auditor to a maximum of 3 years. However, the Village in November 2010 advertised for the services of a person or firm to post-audit the Village Fiscal Years of FY 2010, FY 2011 and FY 2012. The bid specification clearly stated in section IB. that the term of the engagement was a 3 year contract ... with two (2) one-year renewal options to be exercised by the Village in its sole and absolute discretion. The Village Commission as a result of the 2010 RFP selected Keefe, McCullough and Co. LLP to audit the Village fiscal years FY 2010, FY 2011 and FY 2012. The contract provided for an initial term of 3 years and could be extended by the Village Commission.

Keefe, McCullough has completed the audit for the Village fiscal years ending September 30, 2010 and September 30, 2011. They have started the field work for auditing the Fiscal Year ending September 30, 2012. They should have the field work completed by mid January 2013 and the final Financial Statements in February but no later than mid March 2013. Section 7.02 of the Village Charter requires the annual audit be presented to the Commission no later than the regularly scheduled meeting in April. With the Commission's current approved regular meeting schedule this would be on Tuesday April 9, 2013.

Future:

The Village Commission has the option of exercising the first one year exertion of the Keefe McCullough contract for FY 2013 or going out for RFP. If the Village Commission does not want to exercise the first one year extension then staff will proceed under the requirements of Section 7.02 of the Village Charter. Staff could have the RFP's for the new auditor contract advertised in late December 2012 and the auditor selection committee, as required by FS 218.391 (2) could have a recommendation to the Commission at their meeting on February 12 or March 12, 2013. The firm selected could begin work by mid April 2013. The would meet the Village Charter requirement "*At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants,....*"

However, the auditor for the FY 2013 year will probably not start their field work until September 2013 or later. If the contract with Keefe McCullough is not extended for one additional year then Keefe McCullough and the new auditor would work on a transitional plan to move all Village audit data to the new firm.

MC(2)

The Village Commission has expressed the desire to have quarterly reports from the external auditors. The RFP or Keefe McCullough's contract extension needs to include language for a requirement that the new firm provide quarterly reports to the Commission starting with the period of January 1, 2013 through March 31, 2013 and quarterly thereafter.

Please let me know if you have any additional questions.

Attachments:

1. Resolution 2002-52
2. Florida Statutes 218.391 Auditor Selection Procedures
3. North Bay Village RFP # FY 2010-03
4. Keefe McCullough contract dated December 22, 2010

IHC(3)

3.06. - Limitations of powers of the Commission.

All powers of the City and the determination of all matters of policy shall be vested in the Commission with the following limitations:

A.

Acquisition of real property. The Commission may acquire property within or without the corporate limits of the City for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty (20) percent of the current annual fiscal budget of the City.

B.

Capital improvement projects. The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the City, provided that the amount of total expenditures for all such projects shall not exceed twenty (20) percent of the current annual budget of the City in any one fiscal year.

C.

Excess of 20 percent of annual budget. In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty (20) percent of the current annual budget of the City in any fiscal year, then a referendum will be held of the qualified electors of the city and it shall require a majority of those voting in such election to authorize such projects.

Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section 3.06.

D.

Waiver of referendum. This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the City.

E.

Sale and lease of real property. The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the City without first having secured the approval of the qualified electors of the City, through a majority vote of the qualified electors participating in a regular or special election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions

14C(4)

of the proposed sale, mortgage, assignment or other disposition or alienation of title.

Except where referendum is otherwise required by Miami-Dade County law, the Commission may lease any real property owned by the City to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the City. However, nothing contained herein shall preclude the City, without referendum, from leasing City real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution, Miami-Dade County Charter or statutes of this state or restricted in this Charter.

F.

Sale of personal property. Personal property of the City may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of general circulation. Such sale must be held no sooner than fifteen (15) days after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.

G.

Appointments or removal of city personnel prohibited. Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any city employee (other than the City Manager and the City Attorney, as provided herein), or any person who is duly appointed by the city manager, in accordance with Section 4.01(G)(2) of this Charter; except that the City Manager shall submit appointments of all department heads to the Commission for approval.

H.

City Attorney. The Commission shall appoint or remove the city attorney by at least three (3) affirmative votes. The City Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the city attorney shall be those as provided in this Charter.

I.

Auditor. The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.

J.

14(5)

Other Commissioner remunerative position. No Commissioner shall be appointed to any other remunerative position with the City during his term of office.

K.

Nepotism. No person related to the second degree of consanguinity to a Commissioner shall be eligible to hold a remunerative position with the City. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

L.

Conflict of interest. The Mayor and any City Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.

14C(6)



North Bay Village

1700 Kennedy Causeway, Suite 132

North Bay Village FL 33141

www.nbvillage.com

To: Dennis Kelly, Village Manager
From: Bert Wrains, CGFO Finance Director
Date: November 15, 2012
Re: External Auditor Services FY 2013

Recommendation:

It is recommended that the Commission review the Village's external auditors contract and determine if they want to extend it for one or two additional years or rebid the services.

Background:

Section 7.02, Independent Audits, of the Village Charter requires the Commission to:

"At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the City and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the city government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the City Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the City. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the City Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the City government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection."

The Village Charter Section 3.06 (I) states;

"Auditor. The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years."

14C(7)

Florida Statute 218.391 provides for the auditor selection procedures.

There is no minimum or maximum contract period required. The Statutes just requires that the person or firm is selected using the auditor selection procedures in Section 289.291. (attached)

The Village Commission in 2002 with the adoption of Resolution No. 2002-52 limited the period the Village could contract with the auditor to a maximum of 3 years. However, the Village in November 2010 advertised for the services of a person or firm to post-audit the Village Fiscal Years of FY 2010, FY 2011 and FY 2012. The bid specification clearly stated in section IB. that the term of the engagement was a 3 year contract ... with two (2) one-year renewal options to be exercised by the Village in its sole and absolute discretion. The Village Commission as a result of the 2010 RFP selected Keefe, McCullough and Co. LLP to audit the Village fiscal years FY 2010, FY 2011 and FY 2012. The contract provided for an initial term of 3 years and could be extended by the Village Commission.

Keefe, McCullough has completed the audit for the Village fiscal years ending September 30, 2010 and September 30, 2011. They have started the field work for auditing the Fiscal Year ending September 30, 2012. They should have the field work completed by mid January 2013 and the final Financial Statements in February but no later than mid March 2013. Section 7.02 of the Village Charter requires the annual audit be presented to the Commission no later than the regularly scheduled meeting in April. With the Commission's current approved regular meeting schedule this would be on Tuesday April 9, 2013.

Future:

The Village Commission has the option of exercising the first one year exertion of the Keefe McCullough contract for FY 2013 or going out for RFP. If the Village Commission does not want to exercise the first one year extension then staff will proceed under the requirements of Section 7.02 of the Village Charter. Staff could have the RFP's for the new auditor contract advertised in late December 2012 and the auditor selection committee, as required by FS 218.391 (2) could have a recommendation to the Commission at their meeting on February 12 or March 12, 2013. The firm selected could begin work by mid April 2013. The would meet the Village Charter requirement "*At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants,....*"

However, the auditor for the FY 2013 year will probably not start their field work until September 2013 or later. If the contract with Keefe McCullough is not extended for one additional year then Keefe McCullough and the new auditor would work on a transitional plan to move all Village audit data to the new firm.

14C(8)

The Village Commission has expressed the desire to have quarterly reports from the external auditors. The RFP or Keefe McCullough's contract extension needs to include language for a requirement that the new firm provide quarterly reports to the Commission starting with the period of January 1, 2013 through March 31, 2013 and quarterly thereafter.

Please let me know if you have any additional questions.

Attachments:

1. Resolution 2002-52
2. Florida Statutes 218.391 Auditor Selection Procedures
3. North Bay Village RFP # FY 2010-03
4. Keefe McCullough contract dated December 22, 2010

14C(9)



December 22, 2010

Honorable Mayor and City Commission Members
City of North Bay Village
1666 Kennedy Causeway, Suite 700
North Bay Village, FL 33141

Dear Mayor Esquijarosa and Members of the City Commission:

We are pleased to confirm our understanding of the services we are to provide the City of North Bay Village (the "City") for the years ended September 30, 2010, 2011 and 2012. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of and for the years ended September 30, 2010, 2011 and 2012. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Basis Comparison Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

14C(10)

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position in conformity with accounting principles generally accepted in the United States of America.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

1HG(11)

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

14C(12)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

146(13)

The audit documentation for this engagement is the property of Keefe, McCullough & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Keefe, McCullough & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

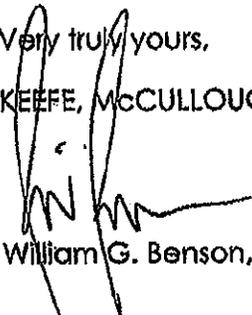
This agreement shall cover the duration of the award, including reviews for 2010, 2011 and 2012. Our fees, as provided on the accompanying Schedule of Audit Fees, shall be \$ 31,500 for 2010, \$ 32,500 for 2011 and \$ 33,500 for 2012. Our invoices for these fees will be rendered each month as work progresses and are payable within thirty (30) days of presentation. The above fee contemplates the timely preparation of various workpapers, financial statement schedules and other data by your personnel and the assumption that unexpected circumstances will not be encountered during the audit. All work shall be completed according to the Schedule for Fiscal Years Audit provided in Section IV - Time requirements of the Request for Proposals for Auditing Services. Any delays shall immediately be brought to the attention of the City Manager. The parties acknowledge that the 2010 audit will not be able to progress according to said time frames, but that time is of the essence and the City and Keefe, McCullough & Co., LLP will work together to complete the audit as quickly as possible.

Government Auditing Standards required that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KEEFE, McCULLOUGH & CO., LLP


William G. Benson, C.P.A.

14C(14)

RESPONSE:

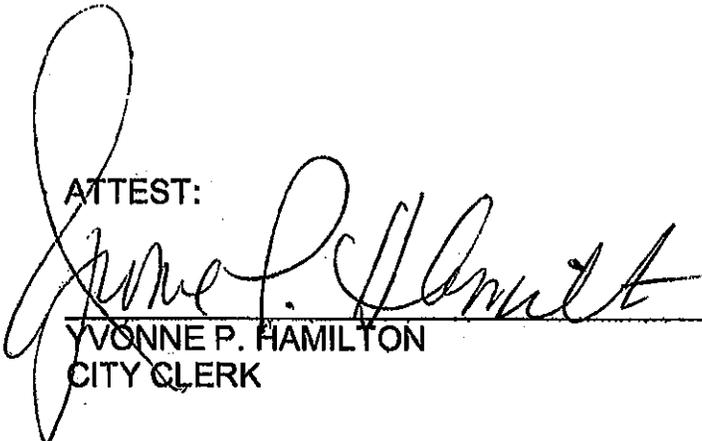
This letter correctly sets forth the understanding of the City of North Bay Village.

By: 

Title: CITY MANAGER

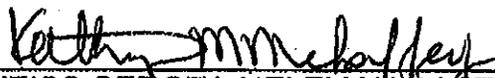
Date: 2/9/11

ATTEST:



YVONNE P. HAMILTON
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN PASTORIZA COLE &
BONISKE, P.L.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

THE CITY OF NORTH BAY VILLAGE, FLORIDA
FOR THE ANNUAL AUDIT OF
SEPTEMBER 30, 2010

	<u>Hours</u>	<u>Standard Hourly Rate</u>	<u>Quoted Hourly Rate</u>	<u>Quoted Fee</u>
Partners	20	\$ 220	\$ 175	\$ 3,500
Managers	50	145	120	6,000
Supervisory staff	100	120	100	10,000
Senior accountant	100	100	80	8,000
Staff	<u>100</u>	80	60	<u>6,000</u>
Subtotal	<u>370</u>			33,500
Out-of-pocket expenses:				
Report printing (25 copies)				--
Discount to quoted fee				<u>(2,000)</u>
Total all-inclusive maximum fees - Annual Audit				\$ <u>31,500</u>
Preparation of the Comprehensive Annual Financial Report (CAFR)				\$ <u>--</u>
Single Audit				\$ <u>--</u>

FOR THE AUDIT OF THE 2011 AND 2012 FINANCIAL STATEMENTS

We propose an annual increase of \$ 1,000 per year for years 2011 and 2012 of this contract.

146(16)

AJK

Abbott, Jordan & Koon, LLC

CERTIFIED PUBLIC ACCOUNTANTS

To the Owners
Keefe, McCullough & Co., LLPP.O. Box 608 □ 408 Second Street □ Manchester, GA 31816
(706) 848-8401 □ Fax (706) 848-8870

We have reviewed the system of quality control for the accounting and auditing practice of Keefe, McCullough & Co., LLP (the firm) in effect for the year ended August 31, 2008. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, audits of Employee Benefit Plans and engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

MEMBERS OF
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
GEORGIA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

14C(17)

In our opinion, the system of quality control for the accounting and auditing practice of Keefe, McCullough & Co., LLP in effect for the year ended August 31, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.



Manchester, Georgia
October 29, 2008

AJK

14C(18)



FICPA Peer Review Program
Administered in Florida by the
Florida Institute of CPAs



AICPA Peer Review Program
Administered in Florida by the
Florida Institute of CPAs

February 26, 2009

Joseph D. Leo, CPA
Keefe, McCullough & Co., LLP
6550 N Federal Hwy., Ste. 410
Fort Lauderdale, FL 33308-1417

Dear Mr. Leo:

It is my pleasure to notify you that on February 26, 2009 the Florida Peer Review Committee accepted the report on the most recent peer review of your firm. The due date for your next review is February 29, 2012. This is the date by which all review documents should be completed and submitted to the administering entity. Since your firm's due date falls between January and April, you may arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the reviewer's opinion was unmodified. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Paul N. Brown
Peer Review
Director of Technical Services

cc: David C. Jordan, CPA

Firm Number: 10036786

Review Number: 271343

Letter ID: 73470

14C(19)

A I C P A

PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

KEEFE, MCCULLOUGH & COMPANY, LLP

For having a system of quality control for its accounting and auditing practice in effect for the year ended August 31, 2008 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.



G. William Graham, Chair
AICPA Peer Review Board
2008



14 C(20)

**CITY OF NORTH BAY VILLAGE, FLORIDA
RFP #FY 2010-03**

NOTICE OF REQUEST FOR PROPOSALS FOR AUDITING SERVICES

The City of North Bay Village ("the City") is currently soliciting proposals from professional firms/individuals to audit its general purpose financial statements.

Proposal documents may be obtained at the City's Administrative Offices at 1666 Kennedy Causeway, Suite 700, North Bay Village, Florida, or by calling (305) 756-7171. Interested firms/individuals should submit six (6) copies of a full response to this Request for Proposals ("RFP") to the City Clerk's Office at the above address no later than 4:00 p.m. on Monday November 29, 2010 in one sealed envelope clearly marked with the RFP Number, the Name of the Project, the Name of the Respondent, and the Time and Date for Proposals Receipt. The sealed proposals will be publicly opened shortly thereafter in the Office of the City Clerk.

The City reserves the right to reject any or all RFP submittals, to terminate the process at any time, to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents, or take any other actions that may be deemed necessary to be in the best interest of the City. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with preparation and submission of the RFP package.

Pursuant to Section 38.18 of the City's Ethics Ordinance, a Code of Silence is hereby imposed whereby City staff, including elected officials, is prohibited from discussing this particular RFP with other staff members and the public.

The RFP packages are available at the City Administrative Office from 8:30 a.m. to 4:30 p.m. Call (305) 756-7171 for further information.

Yvonne P. Hamilton, CMC
City Clerk

TABLE OF CONTENTS

I.	<u>INTRODUCTION</u>	1
	A. General Information.....	1
	B. Term of Engagement.....	1
	C. Subcontracting.....	2
II.	<u>NATURE OF SERVICES REQUIRED</u>	2
	A. Scope of Services.....	2
	B. Auditing Standards to be Followed.....	2
	C. Reports to be issued.....	3
	D. Assistance to be provided to the Auditor.....	4
	E. Special Considerations.....	4
	F. Working Paper Retention and Access to Working Papers.....	5
III.	<u>DESCRIPTION OF GOVERNMENT</u>	5
	A. City Contact.....	5
	B. Background Information.....	5
	C. Fund Structure and Account Groups.....	6
	D. Pension Plans.....	6
	E. Availability of Prior Reports.....	6
IV.	<u>TIME REQUIREMENTS</u>	7
	A. Schedule for Annual Audit.....	7
	1) <i>Interim Work</i>	7
	2) <i>Detail Audit Plan and Programs</i>	7
	3) <i>Fieldwork</i>	7
	4) <i>Draft Reports</i>	7
	B. Entrance Conferences, Progress Reporting and Exit Conferences.....	7
V.	<u>PROPOSAL REQUIREMENTS</u>	7
	A. Submission of Proposals.....	7
	B. Technical Proposals.....	8
	1) <i>General Requirements Format</i>	8
	2) <i>Independence</i>	8
	3) <i>License to Practice in Florida</i>	8
	4) <i>Insurance Requirements</i>	8

- 5) *Firm Qualifications and Experience* 8
- 6) *Partners, Supervisory, and Staff Qualifications and Experience* 9
- 7) *Similar engagements with other Governmental Entities* 9
- 8) *Workload* 9
- 9) *Audit Approach* 9
- 10) *Identification of Potential Audit Problems* 10
- 11) *Manner of Payment* 10
- 12) *Audit Fees* 10
- 13) *Non-Contingency Fee Provision and Compliance with Ethics Requirements* 10

- VI. **EVALUATION PROCEDURES** 11
 - A. Selection Committee 11
 - B. Evaluation Criteria 11
 - 1) *Mandatory Elements* 11
 - 2) *Pre-Requisite Qualifications* 11
 - 3) *Technical qualifications* 12
 - C. Oral Presentations 12
 - D. Right to Reject Proposals 13

- VII. **VENDOR'S RIGHTS AND RESPONSIBILITIES** 13

- VIII. **GENERAL TERMS AND CONDITIONS** 16
 - Attachment "A" – Proposal Form 23
 - Attachment "B" – Non-Collusion Affidavit 25
 - Attachment "C" – Certification 27
 - Attachment "D" – References 28
 - Attachment "E" – Vendor Drug-Free Workplace 30

14C(23)

REQUEST FOR PROPOSAL

I. INTRODUCTION

A. General Information

The City of North Bay Village ("the City") is requesting proposals from qualified firms of certified public accountants to audit its financial statements. The obligations of the City under the Contract shall be subject in all respects to the appropriation of funds by the City through its annual budgeting procedure. The selected proposer will work under the guidance of the City and will report the results of each annual audit with quarterly reviews and current yearly reviews to the City Manager and the City Commission.

There is no expressed or implied obligation for the City of North Bay Village to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, one (1) original and six (6) copies of a proposal shall be delivered to the City Clerk at 1666 Kennedy Causeway, Suite 700, North Bay Village, FL 33141 prior to the opening time of 4:00 p.m. November 29, 2010

The delivery of proposals to the City of North Bay Village City Clerk's office prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said firm.

All responses must be marked on the outside:

"Request to Provide Auditing Services for the City of North Bay Village, Florida - RFP 2010 -To be opened at 4:00 p.m. on November 29, 2010."

Late submission shall be returned unopened to the firm with the notation: "The proposal was received after the delivery time designated for the receipt and opening of the proposals." The City reserves the right to reject any or all proposals, or any part of any proposals, to waive any informalities, and to make an award that is in the best interest of the City of North Bay Village.

B. Term of Engagement

A three (3) year contract for auditing services for fiscal year ending September 30, 2010, 2011 and 2012, with two (2) one-year renewal options to be exercised by the City in its sole and absolute discretion.

C. Subcontracting

The name of any proposed subcontracting firms must be clearly identified in the proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the expressed prior written consent of the City of North Bay Village.

II. NATURE OF SERVICES REQUIRED

A. Scope of Services

The City desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

The City also desires the auditor to express an opinion on the fair presentation of its combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is required to provide an "in-relation-to" report on the supporting schedules based on the audit procedures applied during the audit of the general purpose financial statements and the combining and individual fund and account group financial statements and schedules. The auditor is not required to audit the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

B. Auditing Standards

The audit shall be performed in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- The standards set forth for financial audits in the U.S. General Accounting Office's (GAO), Government Auditing Standards (1988);
- The provisions of the Federal Single Audit Act (as amended);
- The provisions of the Florida Single Audit Act (as amended);
- U.S. Office of Management and Budget (OMB) Circular 133 as well as the following additional requirements;

- Section 11.45, Florida Statutes;
- State of Florida Department of Banking and Finance Regulations;
- Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits;
- Audits of State and Local Governmental Units (Revised) - AICPA;
- Any other applicable Federal, State and local laws or regulations.

C. Reports to be Issued

Following the completion of the audit, the auditor shall issue:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles;
- A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk;
- A report on compliance with applicable laws and regulations;
- In the event the City receives Federal assistance, a report on compliance with laws and regulations related to major and non-major Federal financial assistance programs. This report should include an opinion on compliance with specific requirements applicable to major Federal financial assistance programs, a report on compliance with general requirements applicable to major Federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major Federal financial assistance program transactions tested;
- A report on the internal control structure used in administering Federal assistance programs;
- A report on compliance with requirements applicable to State grants and aids appropriations;
- A report to management (management letter).
- A report on the requirement by the Auditor General for Financial Condition Assessment.

The required report on internal controls should communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operations of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management which shall be referred to in the report on internal controls.

The report on compliance shall include all instances of noncompliance.

Irregularities and Illegal Acts: The auditors shall be required to issue an immediate written report to the City Manager or the Commission, if appropriate, of all irregularities and illegal acts or indications of illegal acts of which they become aware.

The auditor shall submit a signed audit report on the fair presentation of the financial statements in conformity with generally accepted accounting principles no later than April 15, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

D. Assistance to be provided to the Auditor

Staff of the Finance Department and responsible management personnel will be available during the audit to assist the firm in providing additional information, documentation, and explanations.

The preparation of confirmations shall be the responsibility of the City of North Bay Village.

The Finance Director of the City will act as coordinator for the audit.

The City will provide reasonable workspace, tables, chairs, telephone access, photocopying facilities, and facsimile services for the on-site audit staff.

Comprehensive Annual Financial Report (CAFR) preparation, editing and printing shall be the responsibility of the auditor. The cost of this item should be listed separately.

Any cost or charge incurred not associated with the engagement will be paid by the auditor.

E. Special Considerations

The City anticipates submitting its financial statement in order to receive the Certificate of Achievement in Financial Reporting from the Government Finance Officers Association. It is anticipated that the auditor will provide technical assistance and review the report for compliance with the requirements of that program prior to submission.

The auditor will also assist in the Financial Condition Assessment.

The City may prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's reports thereon. The auditor shall be required, if requested by the City, to issue a "consent and citation of expertise" as the auditor along with any necessary "comfort letters".

The auditor will assist the City in complying with changes in reporting requirements to remain in conformity with generally accepted accounting principles.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of North Bay Village;
- U.S. General Accounting Office (GAO);
- Parties designated by the Federal or State governments or by the City as part of an audit quality review process;
- Auditors of entities of which the City of North Bay Village is a sub-recipient of grant funds;
- In addition the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF GOVERNMENT

A. City Contact

The auditor's principal contact with the City of North Bay Village will be Gerard Pirri, Finance Director, Telephone (305) 756-7171, Facsimile (305) 756-7722. He is also a designated representative who will coordinate the assistance to be provided by the City of North Bay Village to the auditor.

B. Background Information

The City of North Bay Village is a City Manager/Commission form of government. It serves an area of approximately 1.6 square miles with a population of approximately 7,500. The City of North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Dade County, between the cities of Miami and Miami Beach. The City's fiscal year begins October 1 and ends September 30th. The City of North Bay Village provides the following services to its residents:

14C(28)

- Law Enforcement
- Construction and maintenance of streets, sidewalks, storm drainage, public parks, community and recreational facilities
- City planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Supervised recreation programs
- Water, Sewer, and Sanitation service
- Transportation Fund

C. Fund Structure and Account Groups

<u>Fund Type/Account Group</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General Fund	1	1
Special Revenue Funds	5	4
Debt Service Fund	1	0
Capital Projects Funds	0	0
Enterprise Funds (3 of which are restricted)	4	4
Internal Service Funds	0	0
Trust and Agency:		
Expendable Trust	0	0
Nonexpendable Trust	0	0
Pension Trust	0	0
Agency Funds	0	0
General Fixed Assets Account Group	1	n/a
General Long-Term Debt Account Group	1	n/a

The City of North Bay Village prepares its budgets on a basis consistent with GAAP.

14C(29)

D. Pension Plans

The City of North Bay Village provides two defined contribution plans through ICMA (Department Head Plan and General Employees Plan) and a FRS Plan for Police Officers and General Employees.

E. Availability of Prior Reports

Interested proposers who wish to review prior year's Annual Financial Reports and management letters should contact the Finance Director at (305) 756-7171.

IV. TIME REQUIREMENTS

A. Schedule for Fiscal Years Audit

Each of the following should be completed by the auditor no later than the dates indicated, with the exception of the audit for fiscal year ending September 30, 2007, due to the timing of the RFP and selection process.

1. Interim Work: The auditor shall complete interim work in July of the fiscal year to be audited.
2. Detailed Audit Plan: The auditor shall provide the City of North Bay Village not later than August 31 of each fiscal year a detailed audit plan and a list of all schedules to be prepared by the City of North Bay Village.
3. Fieldwork: The auditor shall complete all fieldwork no later than 75 days from the end of the fiscal year (Dec 14).
4. Draft Reports: A draft Comprehensive Annual Financial Report and recommendations to management must be submitted to the City for review no later than 100 days from the end of the fiscal year (Jan 8).

B. Entrance Conferences, Progress Reporting and Exit Conferences

Progress conferences will be held with key Finance Department personnel throughout the engagement.

Exit conference will be held with key Finance Department personnel and the City Manager before the final issue of the CAPR.

V. PROPOSAL REQUIREMENTS

The technical proposal should address all points outlined in the RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 2 through 12, must be included. They represent the criteria against which the proposal will be evaluated.

A. Submission of Proposals

The following material should be submitted for a proposing firm to be considered:

One (1) marked original of a Technical Proposal and five (5) photocopies to include the following:

1. **Title Page:** It should show the request for proposal's subject, the firm's name, office locations, and address of office(s) where services shall be performed, as well as the name, office location, e-mail address, phone number and fax number of the proposed principal supervisor.
2. **Table of Contents:**
3. **Transmittal Letter:** A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes its self to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.

B. Technical Proposals

1. **General Requirements**

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the City of North Bay Village in conformity with the requirements of this request for proposals. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications and experience of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

Cost proposals for services are requested as part of the response. Fees should be quoted for each of the three (3) years of the audit engagement. Qualified firms will be identified and ranked on the basis of qualifications, competence, and capacity of the firms as demonstrated by the RFP response and oral interviews. Although cost of services will not be of primary importance in evaluating qualified firms, cost of services will be factored in the evaluation process.

2. **Independence**

The firm should provide an affirmative statement that it is independent of the City of North Bay Village as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

3. **License to Practice in Florida**

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered and licensed to practice in the State of Florida.

4. Insurance Requirements

An affirmative statement should be included indicating that the firm can and will comply with the insurance requirements as enumerated in this RFP.

5. Firm Qualifications and Experience

The proposal should indicate the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and classification of the professional staff to be employed in this engagement on a full-time and part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental engagements.

The firm shall also provide information on the results of any Federal or state desk reviews or field reviews of its auditors during the past three (3) years. In addition the firm shall provide information on the circumstances and status of any disciplinary actions taken or pending against the firm during the past three (3) years with the state regulatory bodies or professional organizations.

6. Partners, Supervisory, Staff Qualifications and Experience

Please identify the proposed account team for the City including the principal supervisor and management staff, engagement partner, manager, Single Audit staff, and other supervisors, specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida.

The firm also should provide information on the governmental auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specified staff to be assigned to this engagement. The firm should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of North Bay Village, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially equivalent or better qualifications and experience.

7. **Similar Engagements with other Governmental Entities**
For the firm's office that will be assigned responsibility for the audit, list the five (5) most significant governmental engagements performed in the last three (3) years that are similar to the engagement described in this request for proposals. Indicate the scope of work; date; engagement partners, managers, specialists, and other supervisory staff; total hours; and the name and telephone number of the principal client contact.
8. **Workload**
Please list current governmental clients and fiscal year-end dates.
9. **Audit Approach**
The proposal should set forth a general work plan, including an explanation of the audit methodology to be followed. Proposers will be required to provide the following information regarding their audit approach:
- Proposed segmentation of the engagement
 - Level of staff to be assigned and number of hours to be assigned to each proposed segment of the engagement
 - Extent of use of BDP software in the engagement
 - Sample size and the extent to which statistical sampling is to be used in the engagement
 - Approach to be taken to gain and document an understanding of the City of North Bay Village's internal control structure.
 - Approach to be taken in determining laws and regulations subject to audit test work
 - Approach to be taken in completing the Single Audit
10. **Identification of Potential Audit Problems**
The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.
11. **Manner of Payment**
Progress payments will be made on the basis of hours of work completed during the course of the engagement. Interim billings shall cover a period of not less than a calendar month.
12. **Audit Fees**
Please identify the proposed cost of this engagement for the fiscal year ending September 30, 2010, 2011 and 2012 including the cost of the printing of 25 copies of the Comprehensive Annual Financial Report. The Audit fees should breakdown by the following:

- a) Annual audit
- b) Preparation of the Comprehensive Annual Financial Report
- c) Single Audit

13. Non-Contingency Fee and Code of Ethics

Please add the following language and provision to your submission:

"Auditor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Auditor has not, and will not, pay a fee the amount of which is contingent upon the City awarding this contract to Auditor. Auditor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the City of North Bay Village conflict of interest and code of ethics ordinances. Further, Auditor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Auditor, if the Auditor is chosen under section VI, "Evaluation Procedures," of the City's RFP for auditor services."

VI. EVALUATION OF PROCEDURES

A. Selection Committee

Proposal submitted will be evaluated by a Selection Committee.

B. Evaluation Criteria

The following criteria will be used to evaluate proposal responses and to make a recommendation to the City Commission.

1. Mandatory elements

- a) The audit firm is independent and licensed to practice in the State of Florida.
- b) The audit firm's professional personnel have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards (1988).
- c) The firm has no conflict of interest with regard to any other work performed by the firm for the City of North Bay Village.
- d) The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- e) The firm adheres to the instructions in this RFP for preparation and submission of the proposal.

14C(34)

2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided into the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. Firms that do not meet the following qualifications shall be deemed non-responsive.

Firm shall be in good standing with the State of Florida Accounting Board.

Firm shall have at least one operating office located within the South Florida area (Miami-Dade, Broward and Palm Beach Counties).

Firm shall submit membership documentation certifying that the Firm is a member in good standing with the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Firm shall meet the criteria of AICPA's independence standards and be free from conflicts of interest because of any other Services, work performed or personal or business dealings (this also pertains to all individuals assigned to perform the services). Any possible conflicts shall be disclosed in writing.

3. Technical qualifications (Maximum Points - 65)

a) Expertise and Experience (Maximum Points - 45)

- **The firm's past experience and performance on government engagements of comparable size and complexity.**
- **The quality and experience of the firm's professional auditing personnel to be assigned to the engagement.**
- **The quality and experience of the firm's professional auditing personnel to be assigned to perform the Single Audit.**
- **The quality and experience of the firm's professional EDP auditing personnel assigned to the engagement.**
- **The quality and experience of the firm's management support personnel to be available for technical consultation.**

b) Audit Approach (Maximum Points - 20)

- **Adequacy of proposed staffing plan for various segments of the engagement.**
- **Adequacy of the general audit plan for the overall engagement.**

- Adequacy of the audit plan for the BDP function.
- Adequacy of the audit plan for the Single Audit.

4. Responses of references (Maximum Points - 20)

5. Cost (Maximum Points - 15)

C. Oral Presentation

During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

The City may require additional information and proposers agree to furnish such information.

D. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of North Bay Village and the firm selected.

The City reserves the right to award the contract to the proposer who will best serve the interest of the City. The City reserves the right without prejudice, based on its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

VII. VENDOR'S RIGHTS AND RESPONSIBILITIES

1. Rights

You Have a Right to Full and Open Competition.

All vendors are given an equal opportunity to compete for our business.

You Have a Right to Competition Free From Interference. The City shall conduct business with vendors in a manner that avoids even the appearance of impropriety. You have a right to competition free from undue interference in any manner from the City and its members, employees, agents or representatives. Furthermore, the City and its members, employees, agents and representatives are committed to adhering to procedures and professional behavior that ensure fairness and public confidence in the procurement process.

Your Right of Protest and Appeal.

(1) Right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Commission. Protestors must seek resolution of their complaints initially with the City Manager. A protest of a request for proposals shall be submitted in writing to the City Manager prior to the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to the closing date for proposals. A protest, an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing to the City Manager within 10 days of the award of the contract.

(2) Stay of procurements during protests. In the event of a timely protest under this paragraph, the City Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the City.

(3) Protest bond. A protestor shall file a protest bond, equal to 15% of the bid amount, payable to the City in the event the protest is denied.

Contract claims.

(1) Decision of the City Manager. All claims by a contractor against the City relating to a contract shall be submitted in writing to the City Manager for a decision. The contractor may request a conference with the City Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(2) Notice to the contractor of the City Manager's decision. The decision of the City Manager shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal right under subparagraph (P)(3).

(3) Finality of City Manager's decision; contractor's right to appeal. The City Manager's decision shall be final and conclusive unless, with 10 calendar days from the date of receipt of the decision, the contractor files a written appeal with the City Commission. The contractor must exhaust those administrative remedies before petitioning the circuit court for review of the City's administrative decision.

(4) Failure to render timely decision. If the City Manager does not issue a written decision regarding any contract controversy within 10 days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the contractor may proceed as if an adverse decision had been received.

You Have a Right to be Paid Promptly. The Florida Prompt Payment Act requires the City to make payment for all purchases in a timely manner; specify requirements for a "proper invoice" and make such requirements available to vendors; and establish dispute resolution procedures in cases of such disputes concerning payment of an invoice.

Every contract or purchase order has instructions for preparing and submitting invoices. If the instructions are not complete or clear, contact the City Clerk via email at

yvonne.hamilton@nbvillage.com. It's a good idea to confirm invoicing procedures the first time you submit an invoice under a contract. Careful attention to these procedures such as correctly filling out the paperwork, submitting it to the right billing office and of course, performing the job you were hired to do according to the specifications set forth in the contract shall help ensure that you get paid on time.

2. Responsibilities

As a proposer or vendor of the City, the undersigned, an authorized officer, hereby agrees to comply with the following responsibilities established by the City to govern and regulate the relationship between proposers, vendors, authorized officers, staff members, the undersigned and the City. It is further acknowledged that violation of these responsibilities may result in a proposer's disqualification from a procurement or termination of a contract between the City and the vendor.

- (1.) We will conduct business, both during and after the procurement, with the City in a manner that avoids even the appearance of impropriety. Prior to the award of a contract, we will not violate the City's Code of Silence (as defined in this procurement document).
- (2.) Our fees will be competitive, appropriate to the Contract Documents and arrived at independently.
- (3.) Any challenges to contracts awarded will have a substantive basis and not be pursued merely because we are the unsuccessful Proposer.
- (4.) We will perform 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.
- (5.) We will not offer, directly or indirectly, to give a bribe or otherwise channel kickbacks from contracts awarded by the City to City staff, Auditors, City Commissioners or their family members or business associates.
- (6.) We will not offer or agree to utilize the services of any firm, in which a City officer or the Auditors or agent, or a member of their immediate family has an interest, in any current or future contract in exchange for support in winning a City contract.
- (7.) In dealing with the City, including, but not limited to the procurement of services, we will conduct business in accordance with all applicable policies and regulations of the City and we acknowledge that such dealings are subject to public disclosure.
- (8.) In our selection of Sub consultants and personnel for any City contract or procurement, we will avoid conflicts of interest and disclose such conflicts when identified. We understand that it is our obligation to disclose the existence of any such conflicts, including, but not limited to, situations where relatives of our employees and/or subcontractors are employees, Commissioners or Auditors of the City (where relatives shall include siblings, parents, spouses or children of our employees or subcontractors).

We understand that our failure to disclose conflicts may result in our disqualification

from a City procurement or termination of a contract with the City.

(9.) We shall not use (or allow someone else to use) non-public information to our benefit or the benefit of some other person. If information about the project has not been made known to the public and is not authorized to be made known upon request, then it is nonpublic information and cannot be disclosed.

(10.) We will not act on a matter if a reasonable person who knew the circumstances of the situation could legitimately question our ethics.

(11.) We will not kick back any portion of a contract payment to employees, officers or Commissioners of the City nor shall we provide gifts to staff.

(12.) At the time of signing this Bill of Rights, we shall disclose any pre-existing business relationship with any member of the staff, any Auditor or agent of the City. This obligation to disclose shall continue beyond the date in which the Bill of Rights is executed.

(13.) 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.

(14.) Our contributions to political parties, committees or individuals will only be made in accordance with applicable law and will comply with all requirements for public disclosure.

WITNESS:

NAME OF VENDOR:

By: _____

Print Name: _____

Signature of Authorized Representative

Print Name: _____ Title: _____

VIII. GENERAL TERMS AND CONDITIONS

1. **GENERAL:** All Terms and Conditions as stated herein shall apply. No additional Terms and Conditions included with the proposer's response will have any force or effect unless agreed to in writing by the City. It is understood and agreed that the Terms and Conditions in this document are the only Terms and Conditions applicable to this proposal and the proposer's authorized signature on the proposal form attests to this understanding.

INC. (39)

2. **PUBLIC ENTITY CRIMES:** Pursuant to F.S. 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, sub-proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list. Any person who submits in violation shall be automatically deemed non-conforming and therefore ineligible.
3. **ANTI-COLLUSION:** The proposer certifies that it has not divulged, discussed or compared its proposal with other proposers, except subproposers if they form part of the response and has not colluded with any other proposer or parties to a proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the cancellation and/or return of materials (to the greatest extent possible) and removal from the proposer's list.
4. **MULTIPLE PROPOSALS:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the proposer is involved except for sub-proposers as specified in clause 3. If there is reason to believe that collusion exists between proposers, those parties' proposals will be rejected and deemed for City purposes to be a conviction of a public entity crime.

This provision is not meant to prohibit submission of "alternate" proposals which are being offered as options for consideration within the same proposal.

5. **CONFLICT OF INTEREST:** All proposers must disclose in their proposals, the name of any of their employees, agents, or any family members of their employees or agents who are either elected officials or employees of the City and the nature of the relationship. Further, all proposers must disclose the name of any City employee known to them, who owns, directly or indirectly, an interest of five (5%) percent or more in the firm, its subsidiaries or affiliates and the nature of the relationship. Additionally, if vendor employs a previously elected official of the City within two (2) years of that official leaving office, then this shall also be disclosed in the response.

6. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
7. **FACILITIES:** The City reserves the right to inspect the proposer's facilities at any reasonable time during normal working hours, with prior notice, to determine that the proposer has a bona fide place of business, and is a responsible proposer.
8. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results therefrom as a part of any commercial advertising without the prior written consent of the City.
9. **PROPOSAL EXEMPT:** Pricing offered by the proposer shall not be greater than the current contract pricing or pricing given by the proposer to other public entities during the last twelve (12) months. The City reserves the right, in the City's sole discretion, to exempt any items or service if deemed to be in the best interest of the City.
10. **INTERPRETATIONS:** All proposers shall carefully examine the proposal documents. Any ambiguities, inconsistencies or questions concerning the intent, meaning and interpretations of the City's RFP shall be brought to the attention of the Finance Director, in writing, at least five (5) days prior to the opening of proposals; failure to do so on the part of the proposer will constitute an acceptance by the proposer of any interpretation by the City and any decision based on these interpretations.

No City personnel are authorized to give oral interpretations of, or make oral changes to the RFP, and the proposer is hereby instructed not to rely on such interpretations, if given. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the RFP will be made in the form of written Addendums to the RFP and will be furnished to all proposers.

11. **EMPLOYEES:** Employees of the proposer shall at all times be under its sole direction and not be an employee or agent of the City. The proposer shall supply competent employees. The City may require the proposer to remove an employee or sub-proposer it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Proposer shall be responsible to the City for the acts and omissions of all employees working under its direction whether or not the actions taken go beyond the normal scope of employment.

12. **SUBPROPOSER:** Proposer shall not be allowed to subcontract any subsequent Contract unless it first receives the express written permission of the City. City may exercise its right to accept or reject a sub-proposer in its sole discretion, whether reasonably or unreasonably. In any approved subcontract, the proposer shall make sure the terms and conditions of any subsequent Contract with the City are incorporated into its contract with the subproposer.

If a sub-proposer is used, and the sub-proposer fails to perform the work or make progress, as required by any subsequent Contract, and it is necessary to replace the sub-proposer to complete the work in a timely fashion, then proposer shall promptly do so, subject to acceptance of the new sub-proposer by the City. However, no delay by the sub-proposer shall suffice as a cause for delay in the completion date of the work to be performed under any subsequent Contract.

13. **ASSIGNMENT:** Any Contract or Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable, in whole or in part, without the consent of the City.

14. **INDEMNIFICATION:** Proposer shall hold the City, its elected officials, employees and representatives harmless from, and indemnify the City for any and all claims, liabilities, damages, costs and expenses, including attorney's fees, expenses and court costs which the City, its elected officials, employees and representatives might suffer or be held liable by virtue of a claim made against the City, its elected officials, employees and representatives on account of any act or omission of the proposer or any employees, agents or sub-proposers provided by the proposer, whether or not such claim is well taken.

15. **INSURANCE:** Proposer shall provide and maintain general liability insurance coverage, written with such insurance carriers as the City shall reasonably approve, for personal injury and property damage in the minimum amount of One Million (\$1,000,000) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000) Dollars, per incident, for property damage.

Proposer shall also be required to provide and maintain, during the life of the Contract, comprehensive automobile liability insurance coverage, with such insurance carriers as the City shall reasonably approve for bodily injury and property damage in the minimum amount of Three Hundred Thousand (\$300,000) Dollars for each occurrence and Five Hundred Thousand (\$500,000) Dollars combined single limit.

Such liability policy of insurance shall designate the City as an additional insured via endorsement and proposer shall deliver a fully effective certificate to that effect, evidencing no less than a thirty (30)

cancellation power. (The standard insurance certificate language which states, "Endeavor To", must be eliminated).

Proposer shall also provide City with proof that proposer has Workers' Compensation insurance in an amount which satisfies the requirements of Florida Law, written with carriers as the City shall reasonably approve, for any employee of the proposer.

The proposer shall not commence work on any City Property until all insurance required as stated herein has been obtained and the City has approved such insurance.

16. **TERMINATION:** Any contract resulting from this Request For Proposal or a response thereto may be cancelled by the proposer upon ninety (90) days prior written notice to the City's representative in the event of substantial failure by the City to perform in accordance with this Contract through no fault of the proposer, however, if the City has cured the complaint within the ninety (90) day period, the proposer shall lose the right to terminate this agreement.

During the contract period, the Finance Director shall assess the auditor's performance. In the event of a breach of the contract by the auditor or unsatisfactory performance as assessed by the Finance Director, his sole discretion, or if the auditor performs in a manner which precludes the City from administering its function in an effective or efficient manner, and if after thirty (30) days following written notice hereof, the auditor has been unable to remedy such breach, or provide a satisfactory performance level, then the City shall, upon written notice to the auditor, be authorized to cancel the contract, thereafter reserving the right to proceed against the auditor for breach.

Unless the proposer is in breach of this Contract, the proposer shall be paid for services rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, the proposer shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work and other materials related to the terminated work to the City within two weeks of termination.
- D. Continue and complete all parts of the work that have not been terminated.

E. In the event that the proposer defaults on the Contract or the Contract is terminated by the City for cause due to performance, the City reserves the right to obtain the materials or services from the next proposer of its choice or other source during the remaining term of the Contract. Under this arrangement the City will charge and bill the proposer any excess cost occasioned or incurred thereby.

17. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. All adjustments, changes or deviations shall require prior written approval, and shall be binding only if issued through the Finance Department.
18. **AWARDS:** As the best interest of the City may require, at the City's sole discretion, the City reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award; who has failed to deliver on time contracts of a similar nature or who is not in a position to perform properly under an award.

The City may make award(s) by individual item, group of items, "all or none", or a combination thereof with one or more proposers. The City in its sole discretion reserves the right to reject any or all proposals, or waive any minor irregularity or technicality in proposals received.

Proposers are cautioned that City Staff may act only through the City Commission; therefore, the proposer should not rely on any representation by the City other than as approved by official action of the City Commission. Therefore, the proposer should make no assumption of an award until the City has entered into a Contract. The City shall not be liable for any damages or costs which are incurred by the proposer as a result of proposers reliance on any non City Commission award.

19. **ANNUAL APPROPRIATION:** Any contract resulting from a Request for Proposal or a response thereto is conditional upon the City having funding to implement the Contract.
20. **CONTRACTUAL AGREEMENT:** The terms, conditions, and provisions in this Request For Proposal shall be included and incorporated in any final Contract.

The venue of any legal action resulting from this proposal and any subsequent Contract shall be Miami-Dade County, Florida.

FALURE TO COMPLETE THE REQUIRED ATTACHMENTS MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON RESPONSIVE. THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR PROPOSAL. IN ADDITION TO THESE ATTACHMENTS, YOU MAY SUBMIT ADDITIONAL PROPOSAL DATA IN ANY FORMAT YOU FEEL APPROPRIATE.

**IMPORTANT NOTICE
BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...**

- ___1. Carefully read the entire RFP package and then properly complete and sign the PROPOSAL FORM (Attachment "A").
- ___2. Complete and sign the NON-COLLUSION AFFIDIVAT and have it properly notarized (Attachment "B").
- ___3. Complete and sign the CERTIFICATION page (Attachment "C").
- ___4. Complete and sign the REFERENCES page (Attachment "D").
- ___5. If you qualify, complete and sign the VENDOR DRUG-FREE WORKPLACE form (Attachment "E").
- ___6. Include proof of insurance in accordance with the conditions outlined in paragraph 15 of the General Terms and Conditions section.
- ___7. Make sure your proposal is submitted prior to the deadline; late proposals will not be accepted.
- ___8. Complete and sign the RESPONSIBILITIES page.
- ___9. Submit one (1) original and six (6) copies of your Proposal.
- ___10. Clearly mark the PROPOSER'S NAME, RFP NUMBER, RFP NAME, OPENING DATE AND TIME on the outside of the sealed envelope.

AUDIT FIRM:

(Please Print): _____

Phone: () _____ Fax: () _____

Authorized Title: _____ Signature: _____

**ATTACHMENT "A"
PROPOSAL FORM**

VARIATIONS:

The proposer shall identify all variations and exceptions taken to the General Information, General Terms and Conditions, or Scope of Work in the space below or on a separate attachment, provided however, that such variations are not expressly prohibited in the proposal documents. For each variation listed, reference the applicable section of the proposal document and insert your edit notes in that section with the wording you are proposing. If no variations are listed here, it is understood that the proposer's proposal fully complies with all Terms and Conditions and/or Scope of Work. It is further understood that such variations may be cause for determining that the proposal is non-responsive and ineligible for award:

Document _____ Section _____ Variance _____
Document _____ Section _____ Variance _____
Document _____ Section _____ Variance _____
Document _____ Section _____ Variance _____

Attach additional sheets if necessary.

If "NO PROPOSAL" is offered, please indicate reason(s) why and return our Proposal Form and RFP package to avoid being removed from the City of North Bay Village' proposers List.

146(46)

**ATTACHMENT "A"
PROPOSAL FORM**

To: The Finance Director of the City of North Bay Village:

(AUDIT FIRM) _____ proposes to furnish AUDITING SERVICES in conformity with the Scope of Work provided, at the prices set forth in the proposed details which are attached and incorporated into this proposal.

The undersigned declares to have specific and legal authorization to obligate its institution to the terms of this Proposal, and further, that the undersigned has examined the Request for Proposal, the General Information, the General Terms and Conditions, and the Scope of Work and other documents included in this RFP, and hereby promises and agrees that, if this proposal is accepted, they will faithfully fulfill the terms of this proposal together with all guarantees and warranties thereto. The undersigned proposer certifies its product, equipment or service meets or exceeds the specifications as stated in the RFP package.

Name

Authorized Signature

Address

Typed/Printed Name

City State ZIP

Title

Telephone Number

Federal Tax ID

Fax Number

14C(47)

ATTACHMENT "B"
NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposed and says that:
(Authorized Agent)

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of (Institution name) _____, the proposer that has submitted the attached proposal;
- (2) He/She is fully informed regarding the preparation and contents of the attached proposal along with all pertinent circumstances regarding such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer(s), firm or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached proposal or of any other proposer(s), or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other proposer(s), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against another proposer(s), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representative, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of

Witness

Signature

Witness

Printed Name

Date

Date

14C(48)

**ATTACHMENT "B"
NON-COLLUSION AFFIDAVIT**

ACKNOWLEDGMENT

State of _____)

)SS.

County of _____)

BEFORE ME, the undersigned authority, personally appeared (name) _____ to me and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that (name) _____ executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____ 200__.

NOTARY PUBLIC, State of Florida at Large

Signature of Notary Public:
Also Print, Stamp or include Commission number and expiration date if not included in the Stamp.

Type

- Personally Known to me or
 Produced Identification

Type of I.D. Produced

DID take an oath, or DID NOT take an oath.

14CL49)

**ATTACHMENT "C"
CERTIFICATION**

The undersigned, hereby agree to furnish the items(s)/services(s) described in the Request for Proposal. I(We) have read the entire document, including the General Information, General Terms and Conditions, and Scope of Work. The undersigned agrees to comply with all of the requirements of the entire Request for Proposal exclusive of those indicated in Attachment "A" Variations section.

Indicate proposer's type of organization below:

INDIVIDUAL PARTNERSHIP CORPORATION OTHER

IF OTHER, EXPLAIN:

_____	_____
Audit Firm	Authorized Signature
_____	_____
Address	Typed/Printed Name
_____	_____
City State ZIP	Title
_____	_____
Telephone Number	Federal Tax ID
_____	_____
Fax Number	

14 Q (50)

**ATTACHMENT "D"
REFERENCES**

Please list name of governmental agency or similar institution with whom you have done business within the past five years:

Agency/Institution Name:	Agency/Institution Name:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Contact:	Contact:
Dates of Service:	Dates of Service:

Agency/Institution Name:	Agency/Institution Name:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Contact:	Contact:
Dates of Service:	Dates of Service:

143(51)

**ATTACHMENT "D"
REFERENCES**

I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE MAY BE CHECKED BY THE CITY OF NORTH BAY VILLAGE AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. FURTHERMORE, IT IS UNDERSTOOD AND AGREED THAT THE CITY MAY, AT ITS SOLE DISCRETION, CONDUCT OR HAVE CONDUCTED ANY OR ALL BACKGROUND CHECKS WHICH ARE PERMISSIBLE BY LAW. I HEREBY INDEMNIFY THE CITY OF NORTH BAY VILLAGE AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY CLAIM ARISING FROM SUCH AUTHORIZATION OR THE EXERCISE THEREOF, INCLUDING THE DISSEMINATION OF INFORMATION PURSUANT THERETO.

Audit Firm

Authorized Signature

Address

Typed/Printed Name

City/State/ZIP

Title

Telephone Number

Federal Tax ID

Fax Number

14C(52)

ATTACHMENT "E"
VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting certifications with their bid/proposals stating that they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and became effective January 1, 1991. The special condition is as follows:

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

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

NOTE: Sign this form **ONLY** if you qualify as a Drug-Free Workplace.

Audit Firm

Authorized Signature

Address

Typed/Printed Name

City/State/ZIP

Title

Telephone Number

Federal Tax ID

14C(53)

Questionnaire for Auditor Referrals

Alberni Caballero & Company, LLP

City of Miami Springs	#305-805-5014, William Alonso
City of Hialeah Gardens	305-558-4114, Marcos Piloto
City of Hialeah	#305-883-5988, Vivian Parks
City of Cutler Bay	#305-234-4262, Robert Daddario

1. How well do they respond to your inquiries? Very well
2. How effective are their communications with your organization? Excellent
3. Do you have the firm conduct quarterly reviews? No
4. How timely is their response to special requests? Always meet requested deadlines, even if it means working nights or weekends
5. If you had to name a strength, what would it be? Professionalism and Technical Knowledge
6. If you had to name a weakness, what would it be? N/A
7. Do you know of any other organization that utilizes their services? N/A

Company Name:

Address/Phone:

Comments:

They provide excellent service and have been with them for almost seven years.

14C(53)

Questionnaire for Auditor Referrals

Alberni Caballero & Company, LLP

City of Miami Springs	#305-805-5014, William Alonso
City of Hialeah Gardens	305-558-4114, Marcos Piloto
City of Hialeah	#305-883-5988, Vivian Parks
City of Cutler Bay	#305-234-4262, Robert Daddario

1. How well do they respond to your inquiries? Partner (Nestor) is accessible by cellphone 24/7;
2. How effective are their communications with your organization? Very well
3. Do you have the firm conduct quarterly reviews? No
4. How timely is their response to special requests? Immediate response to any/all requests
5. If you had to name a strength, what would it be? Availability
6. If you had to name a weakness, what would it be? This is not a weakness, however, they are a small firm and are a perfect fit for a Small City. Not enough employees to handle larger accounts.
7. Do you know of any other organization that utilizes their services? N/A

Company Name:
Address/Phone:

Comments:

They have been with this City for five years and are currently serving under the second RFP.

14 C (54)

Questionnaire for Auditor Referrals

Alberni Caballero & Company, LLP

City of Miami Springs

#305-805-5014, William Alonso

City of Hialeah Gardens

305-558-4114, Marcos Piloto

City of Hialeah

#305-883-5988, Vivian Parks

City of Cutler Bay

#305-234-4262, Robert Daddario

1. How well do they respond to your inquiries? Very promptly and is available nights and weekends, whenever needed
2. How effective are their communications with your organization? Excellent
3. Do you have the firm conduct quarterly reviews? No
4. How timely is their response to special requests? None, outside of annual audit
5. If you had to name a strength, what would it be? Nestor(partner) is involved throughout the entire audit process
6. If you had to name a weakness, what would it be? N/A
7. Do you know of any other organization that utilizes their services?

Company Name: City of Hialeah (possibly)

Address/Phone:

Comments:

Overall he can't say enough good things about their services overall, especially the fact that Nestor Caballero is personally involved

14 C(55)



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

To: The Honorable Mayor and Village Commissioners

From: Dennis W. Kelly, Village Manager

Date: November 26, 2012

Subject: Kennedy Causeway Renovation
DOT 6-Local Funding Agreement (LFA)-follow up

During the October, 2012 Commission meeting the Commission was presented a memorandum report per the above Subject, dated September 25, 2012 (copy attached). In follow up to that meeting, staff was to clarify financial commitments and timelines from the DOT 6 in order to have a better understanding of what the Village's obligations will be as a result of entering into the LFA.

The basic challenge to the Village is, can we obtain the appropriate level of funding to coincide with the Scope of Services to be developed in accordance with DOT 6's time line for the Remilling, Resurfacing and Restriping (Triple R) project? The following represent basic issues/challenges that the Village must overcome in order to proceed with the project:

1. **Scope of Services:** as of this writing, the Village has not completed a Scope of Services for its portion of the work to be designed and constructed by DOT 6. The only work completed are the Sectionals that have been used as part of our application for inclusion into the DOT 6 work plan. A Scope can be developed within a few weeks and made a part of the LFA if the Village decides to go forward with this project.
2. **Funding:** As outlined in the September 25 Memo cited above, the estimated cost for the Village's portion of this project is \$2,205,000. The funding options outlined in the Memo require starting from ground zero for funding as the monies from the 2007 bond issue have been used up and the CITT funds do not generate enough annual contribution to satisfy payments for a new bond. The Village has made application to the Metropolitan Planning Organization (MPO) through its Traffic Enhancement Program (TEP) for grant funding. However, there are two variables for which we do not control nor do we have answers for: one, we do not know how much we would be awarded from that program (it would definitely be only a portion of what the Village would need for its share of the project and we would have to match the award presumably on a 100 percent

14D(1)

match). The basic problem with this option is its timing and commitment: we don't know if we will win this grant and if we do the time of notification will be months after the LFA is entered into. This leads to the second variable for which we have no control: the LFA requires total payment up front for the estimated cost of the project. If we generate interim financing and do not receive the TEP grant, then we are stuck paying the entire bill out of our own pocket.

3. Timing: The Triple R project for the Village is one of about 10 or 12 projects going on at the same time throughout the DOT 6 region. DOT 6 will execute their consultant contract by March 25, 2013. For the Village to participate coincident to DOT 6's Triple R schedule, we will need to complete our Scope of Services and our funding obligations along with the LFA by that time (then hope we receive matching funds at a later date). An additional factor that compounds the timing is whether or not the Village could delay or postpone their portion of the project for a year or two until funding could be established. According to DOT 6, once a Triple R project is completed there is a five (5) year moratorium on the end product (in this case the Kennedy Causeway), which means any damages or cuts made to the road surface will require that person or company to reconstruct the road where the cut(s) took place back to the same standards DOT 6 left it when they completed their Triple R project. For the Village, that means for the magnitude of our project we would have to re-do the entire Causeway Triple R project at our expense.

Conclusion and Recommendation: In that the Village needs to complete the design work before construction can be started and funds for this project in the near term are questionable at best, it is recommended the Village forego the construction portion of the causeway and pursue the design phase and construction of the bridge railing in lieu of the chain link fence currently in place. As of this writing, the Village has submitted a TEP grant request to the County MPO who in turn works with DOT 6 for project funding. The TEP grant application covers both construction and design costs, but unless the Village gets awarded that grant we would have a very difficult time coming up with the necessary funding [for construction]. It is recommended we concentrate our efforts, through the LFA for the near term to replace the fence with the railing and underwrite the necessary design funding for the Causeway.

If we take this approach we would, in essence, be foregoing the construction phase for at least five (5) years (in order to get past the moratorium related to the Triple R work). Prospectively, by the time we received the TEP grant monies and completed the design work we would probably be 2 or 3 years into the moratorium phase of the Triple R work. If you have questions or need to discuss this program in more detail please feel free to contact me at any time.

END

14D(2)

LOCALLY FUNDED AGREEMENT

THIS LOCALLY FUNDED AGREEMENT (hereinafter 'Agreement') is made and entered into this ___ day of _____, 20___, between the **CITY/COUNTY**, a municipal corporation of the State of Florida, hereinafter referred to as the 'CITY/COUNTY', and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT'.

RECITALS:

WHEREAS, the CITY/COUNTY has jurisdiction over and maintains State Road (S.R.) XXX corridor within the corporate limits of the CITY/COUNTY; and

WHEREAS, the CITY/COUNTY has requested the DEPARTMENT to install or cause to be installed patterned textured pavement crosswalks (which include concrete curb ramps, curb and gutter, brick pavers, conduit, pull boxes, loop detectors, loop assemblies, pedestrian countdown signals, pedestrian detectors, and pedestrian crossing signs) to various intersections along S.R. XXX from XX to XX; and

WHEREAS, the DEPARTMENT has agreed to install or cause to be installed patterned textured pavement crosswalks to various intersections along S.R. XXX from XX to XX, subject to the terms and conditions detailed in this Agreement; and

WHEREAS, the CITY/COUNTY shall fund the increased costs, under financial project number XXXXXX-X-XX-XX, associated with the installation of the patterned textured pavement crosswalks on S.R. XXX, from XX to XX, hereinafter collectively called the 'PROJECT', and as detailed in the attached Exhibit "A", "Scope of Services", which is herein incorporated by reference; and

14D(3)

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Sections 334.044(7) and 339.12 (2006), Florida Statutes**, and authorize its officers to do so.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals to this Agreement are true and correct and are incorporated herein by reference and made a part hereof.
2. **General Requirements**
 - (a) A true and correct copy of the Resolution of the CITY/COUNTY Commission approving this Agreement is attached hereto as Exhibit "C", 'CITY/COUNTY RESOLUTION', and is incorporated herein by reference.
 - (b) The CITY/COUNTY::
 - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY/COUNTY during the term of the Agreement; and
 - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
 - (c) The DEPARTMENT will administer and construct the PROJECT in accordance with the signed and sealed PROJECT plans and as detailed in the attached Exhibit "A",

14D(4)

'Scope of Services'. The DEPARTMENT will complete the PROJECT utilizing the funds provided by the VILLAGE.

- (d) The CITY/COUNTY will provide funding to the DEPARTMENT, in the aggregate amount of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00), for the PROJECT, subject further to the provisions in Section 3 of this Agreement and as outlined in the attachment Exhibit "B", "Financial Summary", which is herein incorporated by reference.
- (e) The DEPARTMENT Contractor will not commence work on the PROJECT until CITY/COUNTY funding for the PROJECT is on deposit with the DEPARTMENT.
- (f) Upon the receipt, authorization and encumbrance of funding received from the CITY/COUNTY as a result of this Agreement, the DEPARTMENT Contractor will commence work on the PROJECT.

3. Financial Provisions.

- (a) The CITY/COUNTY agrees that it will, no later than thirty (30) calendar days after the DEPARTMENT's execution of this Agreement, furnish the DEPARTMENT an advance deposit in the amount of DOLLARS (\$0.00) for full payment of the estimated PROJECT cost for Locally Funded project number 418238-6-52-02. The advance deposit shall be the total estimated PROJECT cost plus allowances. The DEPARTMENT may utilize this deposit for payment of the costs of the PROJECT.
- (b) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the CITY/COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus

14D(5)

allowances. The DEPARTMENT will notify the CITY/COUNTY as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the CITY/COUNTY shall not relieve the CITY/COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the CITY/COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The CITY/COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional costs may be incurred due to a delay of the PROJECT.

- (c) If accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the CITY/COUNTY in writing.
- (d) Should PROJECT modifications or changes to bid items occur that increase the CITY/COUNTY's share of total PROJECT costs, the CITY/COUNTY will be notified by the DEPARTMENT accordingly. The CITY/COUNTY agrees to provide, without delay, in advance of additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the PROJECT. The DEPARTMENT shall notify the CITY/COUNTY as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the CITY/COUNTY shall not relieve the CITY/COUNTY from its obligation to pay for its full participation during the PROJECT and on final accounting as provided herein below. Funds due from the

14D (6)

CITY/COUNTY during the PROJECT not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, Florida Statutes (F.S.)**.

- (e) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when final payment has been made to the Contractor, not when the construction work is complete. All PROJECT cost records and accounts shall be subject to audit by a representative of the CITY/COUNTY for a period of three (3) years after final close out of the PROJECT. The CITY/COUNTY will be notified of the final cost. Both parties agree that in the event final accounting of total PROJECT costs pursuant to the terms of this agreement is less than the total deposit to date, a refund of the excess will be made by the DEPARTMENT to the CITY/COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the CITY/COUNTY is not relieved from its obligation to pay.
- (f) In the event the final accounting of total PROJECT costs is greater than the total deposits to date, the CITY/COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The CITY/COUNTY agrees to pay interest at a rate as established pursuant to **Section 55.03, F.S.**, on any invoice not paid within forty (40) calendar days until the invoice is paid.

14D(7)

- (g) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Memorandum of Agreement (MOA) between the CITY/COUNTY, Department and the State of Florida, Department of Financial Services, Division of Treasury.
- (h) Nothing in this Agreement shall be construed to violate the provisions of Section 339.135(6)(a), Florida Statutes, which provides as follows:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.”

4. **Effective Date of this Agreement.** This Agreement shall become effective upon execution by the CITY/COUNTY and the DEPARTMENT and as of the date set forth on page one (1) hereof.

5. **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
6. **Amendment of Agreement.** This Agreement may only be amended by mutual agreement of the DEPARTMENT and the CITY/COUNTY, expressed in writing and executed and delivered by each.
7. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to the CITY/COUNTY:

Attention:

(b) If to the DEPARTMENT: Florida Department of Transportation
1000 NW 111 Avenue, Room 6202B
Miami, Florida 33172
Attention: Michelle L. Meaux, JPA Coordinator

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

8. **Entire Agreement.** This Agreement, including its attached Exhibits, contain the sole and entire Agreement between the parties with respect to such subject matter and supersede any

14D(9)

and all other prior written or oral agreements between them with respect to such subject matter.

9. **Binding Effect.** This Agreement shall be binding upon the parties and their respective representatives, successors and assigns.
10. **Waiver.** Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.
11. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.
12. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.
13. **Other Documents.** The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided that the parties further acknowledge that certain additional actions by the CITY/COUNTY may require approval by the CITY/COUNTY Commission/Council, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to the obligations of the CITY/COUNTY under this Section.

14. **Governing Law.** This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written, the CITY/COUNTY, signing by and through its CITY/COUNTY Manager, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its District Secretary, each duly authorized to execute same.

CITY/COUNTY:

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION:**

BY: _____
CITY/COUNTY MAYOR

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) CITY/COUNTY CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

CITY/COUNTY ATTORNEY

DISTRICT CHIEF COUNSEL

14D(11)

EXHIBIT 'A'

SCOPE OF SERVICES

The PROJECT work consists of constructing pedestrian improvements consisting of patterned textured pavements crosswalks (patterned pavements crosswalks include concrete curb ramps, curb and gutter, brick pavers, conduit, pull boxes, loop detectors, pedestrian countdown signals, pedestrian detectors, and pedestrian crossing signs) installations at various intersections along 41st Street from Chase Avenue to Pine Tree Drive in the CITY/COUNTY. The PROJECT is further defined in Attachment "A1", PROJECT plans (incorporated herein by reference). The CITY/COUNTY has requested that the patterned textured pavement crosswalks be of certain style that is consistent CITY/COUNTY wide and that been installed by the DEPARTMENT at other crosswalk locations. The crosswalk design will consist of a textured pavement pattern that is highly visible and safer for pedestrians.

PROJECT LIMITS: S.R. XXX from XX to XX

DEPARTMENT Financial Project Number: XXXXXX-X-XX-XX

COUNTY: Monroe/Miami-Dade

DEPARTMENT Project Manager:

CITY/COUNTY Project Manager:

EXHIBIT 'B'

FINANCIAL SUMMARY

The DEPARTMENT's Work Program allocates the following funding, programmed under Financial Project Number XXXXXX-X-XX-XX, for PROJECT completion:

<u>Fiscal Year:</u>	<u>Amount:</u>	<u>Fund Type:</u>
2008/2009	\$160,000.00	Local Funds (LF)

CITY/COUNTY FINANCIAL RESPONSIBILITY: \$ 160,000.00

Incorporated herein by reference is Exhibit "B1", cost estimate.

14R(13)

EXHIBIT 'C'

CITY/COUNTY RESOLUTION

To be attached hereto and incorporated herein once ratified by the CITY/COUNTY Council/Commission.



14D(14)



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

To: The Honorable Mayor and City Commissioners

From: Dennis W. Kelly, City Manager

Date: September 25, 2012

Subject: DOT 6-Local Funding Agreement (LFA)
Kennedy Causeway Renovation

During the City Commission meeting of September 11, 2012, the City Commission approved Resolution 2012-36 (copy attached) authorizing the City Manager to enter into a LFA with Florida Department of Transportation District 6 (DOT 6) for improvements to the Kennedy Causeway. Before committing to the LFA, it was represented to the Commission that staff would come back to the October 9, 2012 meeting to discuss the fiscal impact and review a draft LFA. DOT 6 did not have a blank LFA or template, but they did send us a sample of a LFA between them and Miami-Dade County (Seaport Department) executed this past February (copy attached).

In the course of working this project efforts were made to tie down the City's costs and source of funding. Neither could be found. Subsequently, Mr. Gary Ratay, P.E., Consulting Engineer with Kimley-Horn provided the attached estimate. The DOT 6 project will probably run from bascule bridge to bascule bridge. The City's interest will run from the west starting at the flat bridge at Channel 7 to the bascule bridge to the east. The distance for the City's interest is 0.63 miles. Using Mr. Ratay's top end estimate of \$3.5 million per mile of road, our project cost estimate would be about \$2,205,000 ($3,500,000 \times 0.63$).

Before proceeding with this project the Commission needs to decide if they want to continue based on the cost estimate and if so, how does the City pay for the project. The following are options available:

- A. Leverage CITT funds; this is a very limited option in that CITT funds generally come in at about \$225,000 per year. Other projects and programs come out of that money as well and would not leave a lot left over to pay back a loan or bond. Landscaping, city bus, street lights, street repairs, etc. all compete for CITT funds.
- B. Float a bond; this would require pledging a revenue source to pay the bond debt for a given period of time (as small as it is, probably not more than 5 or 7 years). I usually

14D(15)

estimate the cost of a bond at \$160,000 per year payment per \$1 million of the bond. This would equate to about \$360,000 per year for annual debt payment (short term) on a \$2,205,000 note.

- C. Bank loan; same as the bond issue but without a lot of the closing or issuance costs a bond would require.

The above options all require a funding source. One mill of ad valorem tax equals approximately \$600,000. A \$360,000 annual payment through the General Fund would equal about .60 of a mill.

This item is for discussion purposes only for the October Commission meeting, but a decision will need to be made by the November or December Commission meeting in order to meet DOT 6's schedule for this project year. Staff awaits your guidance and directive. Thank you.

14D(16)



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

To: The Honorable Mayor and City Commissioners

From: Dennis W. Kelly, City Manager 

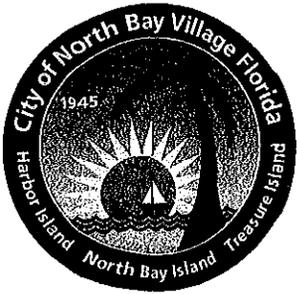
Subject: Resolution for DOT Variance Request

Date: September 5, 2012

During the April/May meeting it was represented by the City's Grant Consultant, Mr. Ralph Rosado, the City's response to the FDOT District 6 office regarding the City's requested variances for the Kennedy Causeway design was urgent and had to be submitted quickly. Upon further investigation and a personal conference on June 4, 2012, with Mr. Harold Desdunes, P.E., District Director of Transportation Development, District Six, it was learned a response was not due until November, 2012 (see attached "PSM Project Schedule Activities"). In addition, Mr. Desdunes requested our response be in the form of a resolution as opposed to a letter.

Find attached a resolution representing the City's request to District Six for the variances. Should you have questions or care to discuss this matter in more detail please call or e-mail me at any time. Thank you.

14D (17)



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
City of North Bay Village

DATE: September 5, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Dennis Kelly
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL FUNDING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE KENNEDY CAUSEWAY; 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
Stuart Blumberg

Commissioner
Dr. Richard Chervony

14D(18)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL FUNDING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE KENNEDY CAUSEWAY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, the City desires to continue to improve and develop the remainder of the Kennedy Causeway; and

WHEREAS, the City is proposing to undertake a project with the same design standards as Phase 1 of the project, which will include the narrowing of the causeway median from its required width, narrowing of one or more travel lanes, and inclusion of a shared use path; and

WHEREAS, the design of the proposed improvement will vary from the standards set forth by the Florida Department of Transportation; and

WHEREAS, the City wishes to enter into a local funding agreement with the Florida Department of Transportation (FDOT) for Design Variances and for construction of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY 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. Authorization of City Officials. The City Manager is authorized to enter into a local funding agreement with the Florida Department of Transportation for Design Variances and construction funding for improvements to Kennedy Causeway which will include the narrowing of the causeway median from its required width, the narrowing of one or more travel lanes, and the inclusion of a shared use path, subject to the approval as to form and legality by the City Attorney.

14D(19)

Section 3. 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 Stuart Blumberg _____
Commissioner Richard Chervony _____

PASSED AND ADOPTED this ____ day of September, 2012.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

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

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

14D(20)

Financial Management Support (Chuck Rohling - Manager)

PSM Project Schedule Activities

To View PSM Project Schedule Activities Please enter the Following:

Snapshot:

Work Program Item Number: -

Project Type:

Schedule Date Type: Early Late

Sort Date By: Start Finish

MANAGEMENT OVERVIEW with critical activities only?

Print suitable Format?

Note: To find a specific item, type [Ctrl]+F to initiate your browser's find function.

SR 934/79TH ST CSWY FROM E OF BAYSHORE DRIVE TO BAY DR WEST (431180-1)						
MIAMI-DADE COUNTY			Project Manager: CHANG, J.			
Contract Class: 1 - TO BE LET		Status: 000 - CANDIDATE LINE ITEM		As Of: 8/4/2011		
Workmix: 0012 - RESURFACING						
Extra Desc: NOTE: PGM BASED ON PREDICTED DEFICIENT RATING FROM THE FAST MODEL.						
Activity	Proj Type	Description	Resp. Person	Early Start	Early Finish	Total Float
164010000	WO	PREPARE SCOPE OF WORK	DOVEL	10/25/11 A	06/01/12	802
250010000	WO	PE BEGIN	CHANG	11/19/12	11/19/12	0
233010000	WO	PE CONSULTANT CONTRACT EXECUTED	ARENA	03/25/13	03/25/13	0
113010000	WO	ROADWAY PLANS	CHANG	04/22/13	10/20/14	0
234010000	WO	NOTICE TO PROCEED	ARENA	04/22/13	04/22/13	0
904010000	WO	PROJECT KICK-OFF MEETING	CHANG	05/06/13	05/06/13	0
265010000	WO	UTILITY CONTACT	SOTO	06/17/13	06/17/13	0
302010000	WO	60% PLANS SUBMITTAL	CHANG	12/09/13	12/09/13	0
302010100	WO	60% PLANS REVIEW MEETING	CHANG	01/20/14	01/20/14	0
302010200	WO	ROW COORDINATION MEETING (60%)	CHANG	01/28/14	01/28/14	0
303010000	WO	90% PLANS SUBMITTAL	CHANG	04/28/14	04/28/14	0
303010100	WO	90% PLANS REVIEW MEETING	CHANG	05/28/14	05/28/14	0
306010000	WO	P.S. & E SUBMITTAL	CHANG	07/14/14	07/14/14	0
306010100	WO	PS&E MEETING	CHANG	08/11/14	08/11/14	0
201010000	WO	PLANS COMPLETED	CHANG	10/13/14	10/13/14	0
204010000	WO	PRODUCTION DATE	CHANG	10/20/14	10/20/14	0
222010000	WO	ALL PERMITS CLEAR	PALENCHAR	10/20/14	10/20/14	0
279010000	WO	RAILROAD CLEAR	BAEZ	10/20/14	10/20/14	0
269010000	WO	ALL UTILITIES CLEAR	SOTO	10/20/14	10/20/14	0
255010000	WO	ROW CERTIFIED	CASALS	10/20/14	10/20/14	0
242010000	WO	SPECIFICATIONS	ZOLFAGHARI	12/22/14	02/02/15	0

140(21)

<u>226010000</u>	W0	PLANS TO SPECS	SUAREZ	12/22/14	12/22/14	0
<u>212010000</u>	W0	PLANS TO TALLY	SUAREZ	02/03/15	02/03/15	0
<u>280010000</u>	W0	LETTING DATE	LEIGH CANN	03/25/15	03/25/15	0
<u>203010000</u>	W0	CEI CONSULTANT CONTRACT EXECUTED	ARENA	06/29/15	06/29/15	0

This site is maintained by the Office of Work Program and Budget, located at 605 Suwannee Street, MS 21, Tallahassee, Florida 32399. For additional information please e-mail questions or comments to:
 (Joe McLeod: Joe.McLeod@dot.state.fl.us or call 850-414-4635)

Office Home: [Office of Work Program and Budget Sharepoint](#)
[INFONET](#)

14.D(22)

RESOLUTION NO. 2012-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL FUNDING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE KENNEDY CAUSEWAY; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, the City desires to continue to improve and develop the remainder of the Kennedy Causeway; and

WHEREAS, the City is proposing to undertake a project with the same design standards as Phase 1 of the project, which will include the narrowing of the causeway median from its required width, narrowing of one or more travel lanes, and inclusion of a shared use path; and

WHEREAS, the design of the proposed improvement will vary from the standards set forth by the Florida Department of Transportation; and

WHEREAS, the City wishes to enter into a local funding agreement with the Florida Department of Transportation (FDOT) for Design Variances and for construction of the project.

WHEREAS, the City will receive a commitment from FDOT to remove the chain-link fence on the south side of the flat bridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY 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. Authorization of City Officials. The City Manager is authorized to enter into a local funding agreement with the Florida Department of Transportation for Design Variances and construction funding for improvements to Kennedy Causeway which will include the narrowing of the causeway median from its required width, the narrowing of one or more travel lanes, and the inclusion of a shared use path, subject to the approval as to form and legality by the City Attorney.

14D(23)

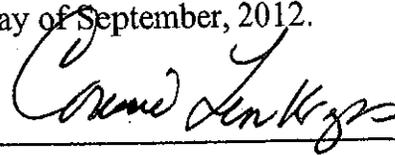
Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

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

FINAL VOTE AT ADOPTION:

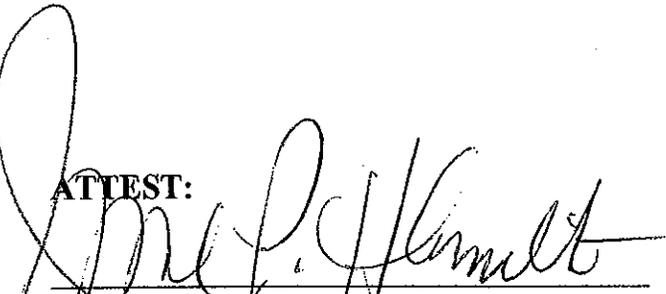
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Stuart Blumberg	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>

PASSED AND ADOPTED this 14th day of September, 2012.



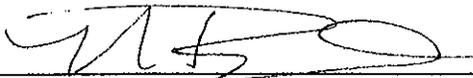
Connie Leon-Kreps, Mayor

ATTEST:



Yvonne P. Hamilton, CMC
City Clerk

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



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

14D.(24)



North Bay Village

Village Hall 1700 Kennedy Causeway,
Suite 132 North Bay Village FL 33141
Website-www.nbvillage.com

To: Mayor and Commission
Via: Dennis H. Kelly, Village Manager
From: Bert Wrains, CGFO, Finance Director
Date: November 26, 2012
Re: Parks and Open Space Land Availability

RECOMMENDATION:

It is recommended that the Commission review and consider the purchase of an available vacant lot for parks and open space purposes.

BACKGROUND:

The Village staff met with a property owner that lives in the Village and began discussions regarding the purchase of a vacant parcel of land that he and his family own. He said that he would like to see the Village own the property for a future park. This is one of the last pieces of vacant property in this section of the Village.

The property owner is Dr. Stanley Jonas, 1560 South Treasure Drive.

The property information is:
Folio # 2332090140090
1850 South Treasure Drive
12,000 square feet (.275 acres)

The Village Manager, Deputy Manager, Finance Director and the Mayor have met 3 times with Dr. Jonas. The discussions centered on this possibly being a future Village owned park. Mr. Kelly authorized having an official appraisal prepared to provide the staff with a market value for the property.

The Village solicited quotes for the appraisal work. The firm of Appraisalfirst Real Estate Appraisers LLC was low bidder and was hired to complete the appraisal (copy attached). This information was provided to Dr. Jonas and he decided to hire his own appraiser to provide a second value. Village staff and the Mayor met with Dr. Jonas on Monday, November 19, 2012. Dr. Jonas presented the appraisal (copy attached).

14(11)

The following chart displays the values placed on the property by the 2 appraisals as well as the Miami-Dade Property Appraiser.

<u>SOURCE</u>	<u>VALUE</u>
North Bay Village appraisal	\$ 780,000
Dr. Jonas' appraisal	\$ 888,000
Miami Dade Property Appraiser	\$ 840,000

We discussed the appraisals with Dr. Jonas and all parties agreed that the property values throughout Miami Dade County are at their lowest values in the past several years. Dr. Jonas provided the Village with a firm price that he felt the family could agree to and that the sale could close with minimum legal work. He made the Village an offer as a willing seller for a price of \$980,000. This is \$ 92,000 or 10.4 % above Dr. Jonas' appraisal price and 25.6 % above the Village's appraisal. The staff felt that this property should be considered for purchase for future parks and open space use.

The voters of North Bay Village approved a General Obligation bond issue in 2008 that authorized the Village to issue GO Bonds up to \$ 9,400,000 for the purpose of purchasing land for parks and open space as well as development of future parks in the Village. The Village in 2008 borrowed \$ 6,250,000 for the voter approved parks and open space as well as the Village Hall and Public Safety building. The parks and open space funds were \$5,000,000 and the Village Hall was \$1,000,000. The \$250,000 was the cost of issuance. The Village refinanced the full \$6,250,000 in 2010 and was able to save several hundred thousand of dollars of future interest costs.

The Village has the 2008 voter approved General Obligation Bond amount not to exceed \$9,400,000. The purchase and development of Dr. Paul Vogel Park cost \$5,000,000 (net of grants), which leaves approximately \$4,400,000 that can be borrowed for other park and open space purchase and development. The Village Code chapter 151.100 - Parks and Recreation Impact Fee, provides an impact fee for all new residential development for parcels that were developed after May 2004, Ordinance 04-09 as amended in August 2006 by Ordinance 2006-11.

The Village currently has about \$357,000 in this parks and recreation trust fund from new development that occurred after 2004. Currently the two FIND grants that are on the Commission agenda for December 11, 2012 have staff recommendation to utilize \$160,000 of these funds as the Village match for the 2 grants. The grant projects are the sea wall repair and construction of restrooms at Dr. Paul Vogel Park and the initial design work of the Bay Walk project on both sides of the bridge over to Miami Beach. Some of the impact fees could be utilized for the purchase of park land as well as the development of recreation areas.

The chart below displays some basic cost estimates for issuing a \$1,000,000 bond to finance the purchase of the Dr. Jonas property. It is projected that the Village's direct cost would not exceed 5% of the purchase price or \$50,000.

The closing costs of the purchase and issuance of the debt instruments could be paid from the parks and recreation trust fund and would not need to be financed.

The annual debt service costs will depend on the term of the bond as well as the interest rate that can be negotiated.

<u>Total Debt Issued</u>	<u>Term</u>	<u>Interest rate</u>	<u>Estimated Annual Costs</u>	<u>Millage Rate</u>
\$1,000,000	10 year	2.5 %	\$ 115,000	.1808
\$1,000,000	20 year	2.5 %	\$ 65,000	.1022
\$1,000,000	10 year	3.5 %	\$ 120,000	.1886
\$1,000,000	20 year	3.5 %	\$ 70,000	.1100

The FY 2013 Debt service millage rate 1.2355. The increased millage for a \$1,000,000 new debt would be between .10 and .19 mills. The estimated FY 2014 Debt millage would be between 1.33 mills and 1.42 mills:

14E(3)



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 Dr. Richard Chervony
Commissioner Jorge Gonzalez
Commissioner Wendy Duvall

FROM: Dennis Kelly
Village Manager 

SUBJECT: Village Administrative Office Closing December 24th and
December 31st 2012

RECOMMENDATION:

It is the Village Manager and Human Resource Director's recommendation that Administrative Services at Village Hall officially close on Christmas Eve, Monday, December 24, 2012 and on New Year's Eve, Monday December 31, 2012.

BACKGROUND:

The Village Manager and Human Resource Director recognize that December 24th and December 31st of this year are days that are festive and filled with family events and travel for our staff members. An overwhelming majority of our administrative staff has expressed their need to have these days off in order to spend with their loved ones. Being that we have a small administrative staff that give 110% of themselves to the daily functioning of this Village every day of the year and the fact that most of them have requested these days off and being that normally these days are extremely slow for business at Village Hall due to our residents being out of town and in festivities themselves, we feel that it is in the best interest of the Village to close Village Administrative Services for these two days of 2012. We have polled surrounding cities in Dade and Broward County

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

1
Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

14F(1)
Commissioner
Jorge Gonzalez

and find that a lot of our small cities with limited administrative staff are in our same predicament and some are still trying to decide what to do with these two days (see below):

Miami Shores -Obtaining approval from council to close both days

Miami Beach - Open

Surfside – Skeleton crew, so far open but that may change

North Miami Beach – Open

North Miami- Closed on the 24 - open 31 for ½ day only

Coral Gables- Closed on 24 and open 31

Hollywood- Closed both days

Aventura-Open half day both days

Miami lakes- Closed on 24 and leaving early on 31st

Bay Harbor- Closed on 24 and open on 31

Hialeah Gardens – Undecided

FINANCIAL IMPACT:

Administrative employees will receive 2 extra days of paid holiday for year 2012. Since Police services do not shut down, officers will receive pay for these two days just the same as they receive for other holidays. Extra pay for both of these holidays (24th & 31st) for Police Department totals \$12,734.00 (approximately \$6,300 per day).

PERSONNEL IMPACT:

Administrative Village Staff will not report to work on December 24 or 31.

CONTACT:

Dennis Kelly, Village Manager

Jenice Rosado, Deputy Village Mgr / HR Director



MIAMI-DADE COUNTY LEAGUE OF CITIES

226 East Flagler Street • Suite 200 • Miami, FL 33131
Phone 305.416.4155 Fax 305.416.4157 www.mdclc.org

Richard Kuper, Esq.
Executive Director

OFFICERS

- President
Hon. Luis Gonzalez
Council Vice-President, City of Hialeah
- First Vice President
Hon. Deede Weithorn
Commissioner, Miami Beach
- Second Vice President
Hon. Cindy Lerner
Mayor, Pinecrest
- Third Vice President
Hon. Jon Burgess
Vice Mayor, Homestead
- Secretary
Hon. Francis Suarez
Commissioner, Miami
- Treasurer
Hon. Oliver Gilbert, III
Mayor, Miami Gardens

BOARD OF DIRECTORS

- Hon. Zev Auerbach
Vice Mayor, Aventura
- Hon. Joni D. Blachar
Assistant Mayor, Bal Harbour
- Hon. Jordan W. Leonard
Vice Mayor, Bay Harbor Islands
- Hon. Noah Jacobs
Mayor, Biscayne Park
- Hon. Rafael Cabrera, Jr.
Commissioner, Coral Gables
- Hon. Edward MacDougall
Mayor, Cutler Bay
- Hon. Michael DiPietro
Vice Mayor, Doral
- Hon. Claudia Cubillos
Councilwoman, El Portal
- Hon. R.S. Shiver
Commissioner, Florida City
- Hon. Judy Lusskin
Councilwoman, Golden Beach
- Hon. Isis Garcia-Martinez
Council President, Hialeah
- Hon. Yisot De La Cruz
Mayor, Hialeah Gardens
- Hon. Elvis Maldonado
Councilman, Homestead
- Hon. Bernard Klepach
Mayor, Indian Creek
- Hon. Frank Caylan
Mayor, Key Biscayne
- Hon. Ramon Rodriguez
Mayor, Medley
- Hon. Wilfredo "Willy" Gort
Commissioner, Miami
- Hon. Jose "Pepe" Diaz
Commissioner, Miami-Dade County
- Hon. Dr. Wilbert "Tee" Holloway
Board Member
- Miami-Dade County School Board
Hon. Michael Gongora
Commissioner, Miami Beach
- Hon. Felicia Robinson
Councilwoman, Miami Gardens
- Hon. Michael Pizzi
Mayor, Miami Lakes
- Hon. Jim McCoy
Mayor, Miami Shores
- Hon. Xavier Garcia
Mayor, Miami Springs
- Hon. Connie Leon-Kreps
Mayor, North Bay Village
- Hon. Marie Steril
Councilwoman, North Miami
- Hon. George Vallejo
Mayor, North Miami Beach
- Hon. Myra Taylor
Mayor, Opa-Locka
- Hon. Shelley Stanczyk
Mayor, Palmetto Bay
- Hon. Joseph Corradino
Councilman, Pinecrest
- Hon. Walter Harris
Commissioner, South Miami
- Hon. Norman Edelcup
Mayor, Sunny Isles Beach
- Hon. Michelle Klugman
Commissioner, Surfside
- Hon. Jose M. Diaz
Commission President, Sweetwater
- Hon. Richard Block
Councilman, Virginia Gardens
- Hon. Eduardo Mulhina
Mayor, West Miami

October 22, 2012

The Honorable Connie Leon-Kreps
Mayor, City of North Bay Village
1666 Kennedy Causeway, Suite 700
North Bay Village, Fl 33141

Immediate Past President

Hon. Juan C. Bernudez
Mayor, Doral

Past Presidents

- Hon. Michael Blynn
Councilman, North Miami
- Hon. Manuel Maroño
Mayor, City of Sweetwater
- Hon. Eduardo Gonzalez
State Representative, District 111
- Hon. Isaac Salver
Mayor, Town of Bay Harbor Islands
- Hon. R.S. Shiver
Commissioner, City of Florida City
- Hon. Wilfredo "Willy" Gort
Commissioner, City of Miami

Dear Mayor Leon-Kreps:

Allow me this opportunity to first thank you for your continued participation in and support of the Miami-Dade County League of Cities (MDCLC). President Luis Gonzalez, and myself are well aware that MDCLC's success is a direct result of the hard work and dedication of its members. For this reason, we need your cooperation in making appointments to the Board.

Each member municipality designates one of its elected officials to serve as a **Director** and one as an **alternate Director** of the League for a period of one year. The term commences at the date of the Annual Meeting in the month of February, and runs until the following February.

Allow this letter to serve as a kind reminder that you are required to designate a Director and an alternate to represent your municipality on the MDCLC's Board preferably before the December Board Meeting. Please send us a note to the League office naming your appointments.

Thank you for your continued cooperation and support.

Sincerely,

Richard Kuper, Esq.
Executive Director

RK/mr

14GU)



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 Dr. Richard Chervony
Commissioner Jorge Gonzalez
Commissioner Wendy Duvall

FROM: Dennis Kelly
Village Manager 

SUBJECT: Combination of Executive Assistant to Village Manager and
Commission & Grants Administrator

RECOMMENDATION:

It is recommended that the Village Commission approve a revision to the already budgeted positions of Executive Assistant to the Village Manager and Commission and Grants Administrator position in order to join these positions into one position encompassing all duties.

BACKGROUND:

The Village Commission recognized that it is necessary to add the positions of Executive Assistant to the Village Manager and Commission and Grants Administrator to the FY12-13 budget. Since the approval of these positions, both of the positions have been advertised in local newspapers and applications for both positions have been received and reviewed. Upon review of the applications / resumes it is noted that there are a fair amount of executive level assistants that have grant writing and administration experience as well. As a result, after review of the applications, it appears that a combination of both of these positions will be to the benefit of the Village. By combining these two positions, the newly hired person will provide executive level assistance and also grant writing and administration. The applicable job descriptions and pay grade for the new position

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

144 (1)

will be amended to reflect this change. The pay grade for the new position will be set at pay grade 27 with a starting salary of \$64,919.47 annually. Pay grade 27 is the same pay grade that is designated for the Village's other executive level assistant position. The Village feels that combining these positions at this particular starting salary is beneficial and cost effective.

FINANCIAL IMPACT:

Starting pay for this position will be \$64,919.47 annually. The creation of this one position has a starting salary that is below the allocated funding total of the two separate positions. Combining these two positions is an annual cost savings of approximately \$6,000.00

PERSONNEL IMPACT:

Combination of experience needed will result in addition of better experienced staff resulting in greater productivity.

CONTACT:

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

14H(2)

Position Description

Executive Assistant to the Village Manager, Deputy Village Manager and Commission & Grants Administrator

Classification Identification: Exempt / Non-Union

Pay Grade: Twenty-Seven (27)

General Purpose

Advanced executive secretarial/administrative work assisting the Village Manager, Deputy Village Manager and Commission with a variety of operational and administrative details. Researches new grant applications, management of grants and full administration of grants. Work is performed with considerable independence under general supervision of the Village Manager and Deputy Village Manager.

Essential Duties and Responsibilities

- Perform advanced executive secretarial and administrative work for the Village Manager, Deputy Village Manager and Village Commissioners.
- Research, prepare and administer local, state and federal grants as directed by the City Manager.
- Works with other department heads and finance director to manage existing grants and newly obtained grants.
- Responsible for the full writing and administration of all City grants.
- Attend meetings related to grants as needed.
- Works with the Village IT provider to coordinate services for employees and ensure proper functioning of equipment.
- Manages and updates the Village's email, website for entire Village and other department heads at their request, updates the Villages TV channel, telephone and cell phone communications, works with Human Resource Director to incorporate changes needed due to changes in employee status.
- Maintains direct communication with elected officials in reference to their emails, website, electronic devices such as phone and computers as well as recording and broadcasting of live Village Commission meetings, schedule of programming for broadcast channel and maintenance of recorded meetings for the purposes of public record.
- Compile, develop and analyze reports and studies as directed by the Village Manager.
- Answers and directs calls for the Village Manager, Deputy Village Manager or Village Commissioners. Also performs receptionist duties when necessary.
- Take dictation and transcribe administrative correspondence through verbal dictation and/or the use of a dictating machine or similar recording equipment.
- Answer routine correspondence and compose letters for the Village Manager, Deputy Village Manager or Village Commission.
- Open, sort and route all correspondence as directed by the Village Manager.
- Assists with Village marketing, public relations and special events as needed.
- Perform other clerical duties such as filing and managing office records and assisting in the work of the general office.
- Perform any other duties as assigned by the Village Manager, Deputy Village Manager.
- Exercise independent judgment involving the interpretation of instructions and knowledge used in carrying out duties.

- Performs a wide variety of clerical work including typing, proofreading, filing, checking and recording information on records.
- Type letters, memorandums, spreadsheets, forms, documents, proceedings of meetings or other materials from oral direction, rough draft, copy, notes or transcribing machine recordings.
- Independently compose correspondence and routine reports.
- Gather, tabulate and interpret financial information related to the work assignment.
- Operate adding machine and other office appliances.
- Check invoices and requisitions and perform arithmetical calculations.
- Receive and account for receipts for Village services.
- Receive, sort and distribute incoming mail and outgoing mail.
- Prepare purchase requisitions.
- Order and maintain office supplies.

Required Knowledge, Skills and Abilities

- Extensive knowledge of the Village's policies, procedures, services, and scope of authority of city departments.
- Thorough knowledge of modern office practices and procedures, business English, spelling, punctuation, and math.
- Considerable knowledge of the Village's laws and ordinances.
- Knowledge of City, Federal and State laws, rules, regulations, and ordinances specific to areas of assignment.
- Knowledge of grants writing and overall administration process.
- Skill in prioritizing and managing multiple grants simultaneously.
- Must have skill in organizing the work assigned in an efficient manner.
- Ability to assume responsibility and execute the supervisor's directives and instructions with authority.
- Ability to maintain effective working relationships with other employees.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to deal with the public in an effective and courteous manner.
- Ability to type accurately and deal with non-routine matters.
- Ability to independently make less complex decisions in accordance with laws, ordinances, policies, and procedures.
- Ability to effectively utilize computer applications including Microsoft Word, Outlook, Excel, PowerPoint and Front Page.

Desired Minimum Qualification

- Bachelors Degree (BA) from an accredited college in related field with preferably five (5+) years experience in the performance of executive level assistant work preferably in the legal or government administrative field.
- Five (5+) years experience in grant writing and administration
- Preferable legal secretary or paralegal degree.
- Village Manager at his discretion may choose to mitigate education requirements with experience.

Tools And Equipment Used

- Computer and various office equipment

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.