



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

OFFICIAL AGENDA

REGULAR VILLAGE COMMISSION MEETING

VILLAGE HALL
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141

TUESDAY, JANUARY 13, 2015

7:30 P.M.

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

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

1. Swearing-in of New Police Officer
2. Volunteers – Landscaping Beautification of North Bay Island

B. SPECIAL PRESENTATIONS

1. Miami-Dade County School Board Presentation Update on Treasure Island Implementation Plan

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

4. BOARD REPORTS

A. COMMUNITY ENHANCEMENT BOARD

B. PLANNING & ZONING BOARD

5. PUBLIC SAFETY DISCUSSION

6. COMMISSIONERS' REPORTS

7. VILLAGE ATTORNEY'S REPORT

8. VILLAGE MANAGER'S REPORT

A. Grant Writer's Report

9. FINANCE REPORT

10. CONSENT AGENDA: (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) –COUNTY-WIDE AWARD IN THE AMOUNT OF \$2,751; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS INCLUDING ASSOCIATED AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the acceptance of grant funding for the purchase of two portable Automated External Defibrillators (AED) Machines for use by North Bay Village patrol officers.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) – FDLE DIRECT AWARD IN THE AMOUNT OF \$1,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS AND ASSOCIATED AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the acceptance of grant funding for the purchase of an additional AED Machine for use by North Bay Village patrol officers.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA FOR REIMBURSEMENT OF THE COST OF CERTAIN CRIMINAL VIOLATIONS PROSECUTED BY THE STATE ATTORNEY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize an agreement with the State Attorney's Office for the Village to reimburse them for the cost of prosecuting local code and ordinance violations punishable by incarceration, when such prosecutions are not ancillary to State Statute charge (\$16.67 per arrest).

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-01) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-06 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE SANITARY SEWER REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will expand the scope of services previously approved by Resolution No. 2014-94 for Kimley-Horn & Associates, Inc. to develop Bid Documents to replace or repair associated sections of the sanitary sewer piping throughout the Village's sanitary sewer collection system. The additional work will include the preparation of a Facilities Plan describing elements of the project, such as project description, project justification, etc. as part of the State funding requirements.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-02) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-03 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE STORMWATER OUTFALL REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will expand the scope of services previously approved by Resolution No. 2014-97 for Kimley-Horn & Associates, Inc. to develop Bid Documents to install stormwater outfall flexible closure valves and to rehabilitate outfall structures and outfall pipes throughout the Village's stormwater system. The additional work will include the preparation of a Facilities Plan describing elements of the project such as project description, project justification, etc., as part of the State funding requirements.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-03) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-05 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE WATER LEAK DETECTION AND REPLACEMENT OF WATER LINES REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will expand the scope of services previously approved by Resolution No. 2014-96 for Kimley-Horn & Associates, Inc. to develop Bid Documents to evaluate water leaks and rehabilitate associated sections of water mains throughout the Village's water distribution system. The additional work will include the preparation of a Facilities Plan describing elements of the project such as project description, project justification, etc., as part of the State funding requirements.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-04) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-04 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE WATER METER REPLACEMENT PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will expand the scope of services previously approved by Resolution No. 2014-95 for Kimley-Horn & Associates, Inc. to develop Bid Documents to replace water meters and water services throughout the Village's water distribution system. The additional work will include the preparation of a Facilities Plan describing elements of the project such as project description, project justification, etc., as part of the State funding requirements.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. NBV 2014-003 FOR DISASTER AND DEBRIS MANAGEMENT SERVICES TO CERES ENVIRONMENTAL, INC.; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO ENTER INTO A CONTRACT FOR THE SCOPE OF SERVICES; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the Village Manager to enter into an agreement with CERES Environmental, Inc. for large scale debris removal and other emergency services, such as the provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts during disaster or emergency events.

- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE’S PUBLIC NOTICES IN THE MIAMI HERALD MEDIA COMPANY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize an agreement with *The Miami Herald Media Company* to advertise Village notices such as public hearings for development approvals, meeting notices, election notices, Request for Qualification/Bid notices, budget notices, water testing notices, and zoning ordinances for second reading, etc.

- J. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE ENTITLED “GARBAGE, TRASH, AND WEEDS” TO INCLUDE SECTION 94.020 TO PROHIBIT THE SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES BY VILLAGE CONTRACTORS; AMENDING CHAPTER 97, “PARK RULES AND REGULATIONS” TO INCLUDE SECTION 97.04(13), PROHIBITION ON POLYSTYRENE; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance will prohibit Village contractors from selling, using, providing food in, or offering the use of Expanded Polystyrene Food Service articles in Village facilities or on Village property

- 1.) **Commission Action**

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTION

- A. A RESOLUTION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TOWN OF GOLDEN BEACH, FLORIDA, FOR THE PURCHASE OF A 2005 29-FOOT DONZI POLICE BOAT AND THE ACCOMPANYING 2005 GRAY BOAT TRAILER FROM THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON).**

The proposed Resolution will authorize an agreement with the Town of Golden Beach for the purchase of a police boat previously used by the Town at a cost of \$50,000 to be paid in three equal annual installment payments.

1.) Commission Action

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$50,000 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) FOR THE PURCHASE OF A POLICE BOAT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve the expenditures of monies from State Forfeiture Funds to purchase the police boat.

1.) Commission Action

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TRAFFIC RAILINGS TO BE INSTALLED ON THE FLAT BRIDGES ON THE 79TH STREET CAUSEWAY IN THE VILLAGE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize an agreement with the Florida Department of Transportation for maintenance of the proposed railings to include maintenance and preservation of the paint coat on the railings and removal of debris from the area.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A DONATION FROM B DEVELOPMENTS TO FUND THE COST OF DEVELOPING DESIGN PLANS FOR THE VILLAGE'S PROPOSED BAYWALK FOR PRELIMINARY APPROVAL BY THE STATE; AUTHORIZING EXPENDITURE OF SUCH FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow certain developers to assume the cost for design plans for the boardwalk on the north side of the causeway.

1.) Commission Action

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO EXPLORE THE FEASIBILITY OF ACQUIRING THAT PORTION OF 79TH STREET CAUSEWAY AND THE SURROUNDING PROPERTIES FROM THE WEST CORPORATE LIMITS OF THE VILLAGE TO THE EAST CORPORATE LIMITS OF THE CITY OF MIAMI; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Resolution will authorize the Village Manager to conduct a thorough analysis of the feasibility of annexing the area described to the Village.

1.) Commission Action

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DECLARING THE LIGHTING OF HOLIDAY ORNAMENTS AN ANNUAL EVENT IN THE VILLAGE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Resolution will designate certain dates, each year during the holiday season, for a community event to light the Menorah and the Christmas tree.

13. PUBLIC HEARINGS AND ORDINANCES FOR SECOND READING:

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AND BOATLIFT AT 1570 SOUTH TREASURE DRIVE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

1.) Commission Action

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.86 THROUGH 32.93 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; REPEALING RESOLUTIONS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ) – SECOND READING**

The Board will act in an advisory capacity to provide the Village Commission, Village Manager, and Village residents with information regarding matters pertaining to the needs of community residents with functional impairments, disabilities, and other such special needs, as well as seniors and children.

1.) Commission Action

- C. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 93 OF THE VILLAGE CODE ENTITLED “FIRE PREVENTION,” TO REQUIRE KNOX BOXES AT NEW COMMERCIAL BUILDINGS, EXISTING COMMERCIAL BUILDINGS, NEW RESIDENTIAL BUILDINGS, AND EXISTING RESIDENTIAL BUILDINGS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – SECOND READING**

The proposed Resolution seeks to have all commercial and residential buildings install key lock boxes on their exterior to aid North Bay Village Police Department in gaining access to these structures for law enforcement purposes, when such buildings are unoccupied.

1.) Commission Action

14. UNFINISHED BUSINESS

15. NEW BUSINESS

- A. MIAMI-DADE COUNTY LEAGUE OF CITIES 61ST ANNUAL INSTALLATION GALA (MAYOR CONNIE LEON-KREPS)**

B. APPOINTMENT OF ADVISORY BOARD MEMBERS

1. BUSINESS DEVELOPMENT ADVISORY BOARD

1.) Commission Action

2. COMMUNITY ENHANCEMENT BOARD

1.) Commission Action

3. YOUTH & EDUCATION SERVICES BOARD

1.) Commission Action

**C. CAT TRAP, NEUTER, AND RELEASE PROGRAM
(MAYOR CONNIE LEON-KREPS)**

**D. FUNDING FOR SURVEILLANCE CAMERAS IN THE TWO
VILLAGE PARKS (MAYOR CONNIE LEON-KREPS)**

E. ADVISORY BOARDS (MAYOR CONNIE LEON-KREPS)

**F. ARTS, CULTURAL & SPECIAL EVENTS BOARD
(MAYOR CONNIE LEON-KREPS)**

**G. VILLAGE MANAGER FRANK K. ROLLASON
(COMMISSIONER EDDIE LIM)**

**H. STAND UP PADDLEBOARD EVENT (SUP) – JULY 2015
(COMMISSIONER EDDIE LIM)**

1.) Commission Action

16. APPROVAL OF MINUTES

A. REGULAR COMMISSION MEETING – DECEMBER 9, 2014

1.) Commission Action

17. ADJOURNMENT



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

OFFICIAL MINUTES

COMMUNITY ENHANCEMENT BOARD

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #300
NORTH BAY VILLAGE, FL 33141
DECEMBER 18, 2014
6:30 P.M.**

1. **CALL TO ORDER.**

The meeting was called to order by the Vice Chair Diana Quintero at 6:33 p.m.

ROLL CALL

Present were the following:

Diana Quintero, Vice Chair
Benjia Morgenstern
Ana Watson
Scott Grenald
Dora Tano

Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Jenorgen Guillen
Deputy Village Manager/HR Director Jenice Rosado

2. **NEW BUSINESS**

A. ELECTION OF OFFICERS

1. Chair

Ana Watson made a motion to defer election of a Chair to the next meeting. Scott Grenald seconded the motion, and all voted in favor.

2. Vice Chair

Ana Watson made a motion to elect Diana Quintero as the Vice Chair of the Community Enhancement Board. Scott Grenald seconded the motion, and all voted in favor.

B. Incorporating Arts, Cultural & Special Events Board With Community Enhancement Board

Benjia Morgenstern made a motion declining to incorporate the Arts, Cultural & Special Events Board with the Community Enhancement Board; recommending that each member of the Commission make a concerted effort to mentor one resident to be appointed to the Arts, Cultural & Special Events Board and continue to follow up, at least once a month, to ensure that members actively participate in the meetings. Ana Watson seconded the motion, and all voted in favor.

C. Native Plantings in medians on the Causeway (*Benjia Morgenstern*)

Benjia Morgenstern made a motion recommending that the spotlighted areas on the median be planted up, and that native plants be considered. Scott Grenald seconded the motion, and all voted in favor.

3. OLD BUSINESS

A. Presidente Supermarket Landscaping Upgrade (*Benjia Morgenstern*)

Benjia Morgenstern made a motion for a letter to be sent to Mr. Roy Martayan, property owner of Presidente, thanking him for cleaning up the area; informing him that the bushes that run along the sidewalk on the Causeway need mulching; that native mulch be considered; and requesting that he continues to maintain the landscaping. Diana Quintero seconded the motion, and all voted in favor.

B. Garbage Bin Covers (*Ana Watson*)

C. Dumpsters in front of Buildings (*Ana Watson*)

Concern was expressed as to why the garbage containers in front of the older buildings, particularly at 7915 East Drive and 7931 East Drive, are taking so long to be returned to their original location in the rear of the buildings. It was mentioned that at times the garbage is not bagged, and after the weekend the garbage is scattered all over the island.

Ana Watson made a motion recommending that the garbage dumpsters in front of 7915 and 7931 West Drive be returned to their original location in the rear of the properties, because they are visually degrading; they attract rodents; and the situation is unsafe for children. Diana Quintero seconded the motion, and all voted in favor.

D. FPL Work-Not Properly Repaired or Inspected (*Ana Watson*)

Ana Watson made a motion requesting that Florida Power & Light Company clean up and cover those areas on East and West Drive where work was done. Benjia Morgenstern seconded the motion, and all voted in favor.

E. Building Department Standards-House Roof Top A/C Units (*Ana Watson*)

The Board discussed that the Building Department should be responsible to ensure that properties that are not in compliance with the current Codes, should be brought up to standards when substantial work is being done; specifically reference was made to the house at 7525 Buccaneer Avenue, which was gutted, and the roof-top a/c with the cable still remains, which is aesthetically unappealing.

Ana Watson made a motion requesting that information be provided to the Board showing the current Code requirements regarding exterior duct work for roof-top A/C systems. Diana Quintera seconded the motion, and all voted in favor.

3. GENERAL DISCUSSION

The Board expressed concern that the Commission does not provide feedback on recommendations made by the Board.

4. APPROVAL OF MINUTES

- A. Community Enhancement Board Meeting – 9/18/2014**
- B. Community Enhancement Board Meeting - 10/23/2014**

Ana Watson made a motion to approve the Minutes as presented, and Benjia Morgenstern seconded the motion, which was adopted by a 4-0 roll call vote.

5. ADJOURNMENT

The meeting adjourned at 7:21 p.m.

Prepared by: Yvonne P. Hamilton
Village Clerk

Approved by Community Enhancement Board

this _____ day of _____.

Diana Quintero, Vice Chair

(Two or more members of the Commission may be in attendance.)

VILLAGE MANAGER'S REPORT

TO

THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION

January 13, 2015

- 1. UPDATE ON REQUESTED CHANGE TO TRASH PICK-UP SCHEDULE BY VICE MAYOR GONZALEZ AT DECEMBER 9, 2014 COMMISSION MEETING.**
- 2. UPDATE ON THE TWO DEEP STORM WATER INJECTION WELLS RENOVATION PROJECT.**



100 NE 15 Street, Suite 207 ~ Homestead, FL 33030
Phone: (786)232-0771 Toll Free Phone/Fax: (888)778-5930 www.belltowergroup.org

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: 12/31/2014
Reporting Period: December 1 – 31, 2014

Grants Submitted this Reporting Period:

1. The Children's Trust

- a. **Date Submitted:** 12/2/2014
- b. **Project Title:** North Bay Village Out-of-School Program
- c. **Amount Requested:** \$189,482
- d. **Summary:** LaKeesha submitted an application to The Children's Trust requesting funding to continue the Village's Afterschool and Summer Camp programs. If funded, the Village will increase the program from 50 youth to 60 youth that attend Treasure Island Elementary School. Activities provided to youth include; literacy, homework assistance, social skills, fitness, arts and crafts, field trips and other enrichment activities.

2. US Environmental Protection Agency

- a. **Date Submitted:** 12/19/2014
- b. **Project Title:** North Bay Village Hall Site Preparation
- c. **Grant Amount:** \$150,000
- d. **Summary:** The US EPA has funding available for site specific and community Brownfield Assessment and/or Cleanup. LaKeesha submitted a grant application via grants.gov on behalf of the Village to conduct cleanup activities on the site of the Village Hall. In November 2014, the Village completed a Level II Brownfield Assessment of the property and found "contaminants of concern" on the "land swap" property adjacent to the Village's property. This "land swap" property is currently owned by the Shell Gas Station, but the Village intends to use this portion of the property for the Village Hall. Further testing is needed to determine the extent of the contamination and need for cleanup.



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2. United States Department of Agriculture – Community Facilities Program

- a. **Due Date:** Rolling
- b. **Project Title:** North Bay Village Hall Building
- c. **Note:** This is a Loan Program, not a grant program
- d. **Summary:** LaKeesha reached out to the local USDA representative and was informed that the Village potentially qualifies for loan to construct the Village Hall. The interest rate that will become effective January 1, 2015 is 3.75%. Per the Town Manger’s request, LaKeesha is conducting further research regarding the steps to take in order to apply for funding. LaKeesha will also continue to look for potential grant funding for this project.

Grant Reporting/Implementation Activities

This section contains information on current grants for which LaKeesha provided reporting or help with implementation this reporting period.

None this reporting period

Other Activities

This section contains information on special initiatives for which LaKeesha provided support this reporting period.

None this reporting period



100 NE 15 Street, Suite 207 ~ Homestead, FL 33030

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3. Florida Department of Law Enforcement (FDLE) – Formerly Passed through from County

- a. **Date Submitted:** 12/5/2014
- b. **Project Title:** Equipment Purchase – AED Machines
- c. **Grant Amount:** \$2,751
- d. **Summary:** Miami-Dade County will no longer administer the FDLE – JAG/Byrne grant that the Village once received. As a result the Village now applies directly to the FDLE for this funding. LaKeesha submitted the grant application to the Florida Department of Law Enforcement (FDLE) for the purchase of two AED machines on behalf of the Police Department. The FDLE has approved the application. LaKeesha prepared the Agenda Items for approval to enter into a contract agreement with the FDLE. This will appear on the January Consent Agenda.

4. Florida Department of Law Enforcement (FDLE) – JAG Funding

- a. **Date Submitted:** December 5, 2014
- b. **Project Title:** Equipment Purchase – AED Machines
- c. **Grant Amount:** \$1,000
- d. **Summary:** This grant was submitted to purchase one (1) AED machine on behalf of the Police Department. The application has been approved and LaKeesha prepared the Agenda Item for approval to enter into a contract agreement with the FDLE. This will appear on the January Consent Agenda.

Grants “Under Construction”

1. Florida Department of Environmental Protection – Land and Water Conservation Fund

- a. **Due Date:** February 27, 2015
- b. **Project Title:** North Bay Village Baywalk
- c. **Maximum Grant Amount:** \$200,000
- d. **Match Required:** \$1 for \$1 (cash and in-kind)
- e. **Summary:** Funding is available for acquiring or developing land for public outdoor recreational use. This is a reimbursement grant program that is administered by the Florida Department of Environmental Protection. The Village is interested in seeking funding for the development of the Village Baywalk.



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NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 22, 2014

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

RECOMMENDED BY: Frank K. Rollason, Village Manager 

PRESENTED BY STAFF: Frank K. Rollason, Village Manager
Lakeesha Morris, Grant Writer

SUBJECT: FY 15 Edward Byrne Memorial Justice Assistance Grant-County

RECOMMENDATION REQUEST

It is recommended that the Village Commission approve the attached Resolution accepting a Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) – Miami-Dade County Award in the amount of \$2,751 and authorizing the Village Manager to execute this grant, pursuant to Exhibit “A” attached hereto.

BACKGROUND AND ANALYSIS

Funding Source: FY 14 Edward Byrne Memorial Justice Assistance Grant - County

Program Title: Equipment Purchase

Amount Awarded: \$2,751 **Match Required:** \$0

On December 9, 2014, North Bay Village requested FY2014 JAG funding to purchase portable Automated External Defibrillators (AED) Machines for use by the patrol officers within the Police Department. This will enhance the Village’s ability to provide emergency services to the community.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

Recent statistics from the Florida Department of Health indicate that emergency room visits for heart attacks have increased over the past three years in Miami-Dade County. The Village's Police Force is usually the first to respond in the event of an emergency. Having officers that are trained and equipped to respond quickly will improve the Department's level of service and potentially save lives.

Proposed Program

The North Bay Village Police Department will purchase two Portable AED Machines. Each officer will receive training on the new AED machines before they are put into use. The machines will be kept in the designated police officer's car. The benefits to the Village Police Department of purchasing these AED Machines include;

1. Officers will be better equipped to save lives
2. The Village will improve current policies and procedures for emergency response
3. The Village will provide education to the community about Heart Disease and Stroke Prevention

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Village Manger to execute Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG); Exhibit "A".

BUDGETARY IMPACT:

There is no budgetary impact.

CONTACT:

LaKeesha Morris, MSW
Village Grant Writer



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) –COUNTY-WIDE AWARD IN THE AMOUNT OF \$2,751; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS INCLUDING ASSOCIATED AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) –COUNTY-WIDE AWARD IN THE AMOUNT OF \$2,751; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS INCLUDING ASSOCIATED AGREEMENT; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village (“Village”) applied for the Edward Byrne Memorial Justice Assistant Grant (JAG) Program from the Department of Justice through the Bureau of Justice Assistance (BJA); and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions, and awarded the Village a grant (the “Grant”) for Two Thousand Seven Hundred and Fifty-One Dollars (\$2,751); and

WHEREAS, the Village Commission desires to enter into a contract with the Florida Department of Law Enforcement (FDLE) accepting the grant; and

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

WHEREAS, the grant will allow for the purchase of up to two (2) portable Automated External Defibrillators (AED) Machines for use by the patrol officers within the Police Department; and

WHEREAS, the Village finds that this Resolution will promote the health, safety and welfare of the Village.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Acceptance of Grant. The Village Commission here accepts a Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$2,751 for the purchase of portable Automated External Defibrillators (AED) Machines for use by the patrol officers within the North Bay Village Police Department.

Section 3. Authorization of Village Officials. The Village Manager is authorized to execute all documents associated with the acceptance of this grant.

Section 4. Expenditure of Funds. The Village Manager is authorized to expend the funds for the purposes set forth herein.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption hereof.

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

FINAL VOTE ADOPTION:

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

PASSED AND ADOPTED this ____ day of January 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

Application for Funding Assistance

EXHIBIT "A"

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: City of North Bay Village

County: Dade

Chief Official

Name: Connie Leon-Kreps

Title: Mayor

Address: 1700 Kennedy Causeway

City: North Bay Village

State: FL **Zip:** 33141

Phone: 305-758-7171 **Ext:**

Fax:

Email: ckreps@nbvillage.com

Chief Financial Officer

Name: Bert Wrains

Title: Interim Finance Director

Address: 1700 Kennedy Causeway
Suite 132

City: North Bay Village

State: FL **Zip:** 33141

Phone: 305-756-7171 **Ext:**

Fax: 305-756-7722

Email: bwrains@nbvillage.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: North Bay Village Police Department

County: Dade

Chief Official

Name: Robert Daniels

Title: Chief

Address: 1841 Galleon Street

City: North Bay Village

State: FL **Zip:** 33141-4329

Phone: 305-758-2626 **Ext:**

Fax:

Email: rdaniels@nbvillage.com

Project Director

Name: LaKeesha Morris

Title: Grants Coordinator

Address: 1666 Kennedy Causeway
Suite 300

City: North Bay Village

State: FL **Zip:** 33141-4329

Phone: 305-756-722 **Ext:**

Fax:

Email: info@belltowergroup.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: RI - PATROL OFFICER AED PROJECT- NORTH BAY VILLAGE
Subgrant Recipient: City of North Bay Village
Implementing Agency: North Bay Village Police Department
Project Start Date: 10/1/2014 **End Date:** 9/30/2015

Problem Identification

The North Bay Village Police Department is requesting funding to purchase portable AED machines to be kept in Officers' cruisers. This will enhance the Village's ability to provide emergency services to the community. None of the police cruisers currently have AED machines.

During the 2014 budget hearing, Miami-Dade County Commissioners planned to remove the one fire engine that serves the Village. The three-island municipality of North Bay Village is accessed only through the two drawbridges. One is to the west connecting the village to Miami, and the other is to the east, providing access to Miami Beach. This closing would have doubled emergency response time, and did not take into account any barriers to access due to the drawbridges. Fortunately, the Village and its residents convinced the Commissioners to keep the fire engine in service.

This new AED initiative will assist the police department in its efforts to coordinate with local emergency medical service providers. Recent statistics from the Florida Department of Health indicate that emergency room visits for heart attacks have increased over the past three years in Miami-Dade County. The Village's Police Force is usually the first to respond in the event of an emergency. Having officers that are trained and equipped to respond quickly will improve the Department's level of service and potentially save lives.

Project Summary (Scope of Work)

The North Bay Village Police Department plans to utilize FY2014 Byrne/JAG funds to purchase two portable AED machines. Each officer will receive training on the new AED machines before they are put into use. The machines will be kept in the designated police officer's car. The benefits to the Village Police Department of purchasing these AEDs include:

1. Officers will be better equipped to save lives
2. The Village will improve current policies and procedures for emergency response
3. The Village will provide education to the community about Heart Disease and Stroke Prevention

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Question: Do the Subrecipient and Implementing agencies understand that this is a cost-reimbursement agreement for satisfactory performance of eligible activities? Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement.

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: A - Accomplishments: Includes any accomplishments during the reporting period.

Activity Description

Activity: Equipment Purchase
Target Group: Law Enforcement
Geographic Area: Urban
Location Type: Police Department

Activity Description

Activity: Law Enforcement
Target Group: Law Enforcement
Geographic Area: Urban
Location Type: Police Department

Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

Goal: North Bay Village will purchase two portable AED machines for use by Patrol Officers. The benefits of this project will be improved coordination with local emergency service providers. The Police Force will be better trained and equipped to save lives in the event of a heart attack or other emergency. The general public will receive education about Heart Disease and Stroke Prevention.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1

Will you be using the crimesolutions.gov website?

Goal: No

Objective: A3 - Report on subgrants from grantees other than FDLE

Measure: Part 2

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Section #3 Page 1 of 4

Contract 2015-JAGC-DADE-24-R3-

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Goal: If yes, enter grantee organization or agency name.
N/A

Measure: Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not consider awards that you receive directly from USDOJ.

Goal: No

State Purpose Area: E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

Activity Description

Activity: Equipment Purchases and/or Technology Investments
Target Group: Equipment Purchases and/or Technology Investments
Geographic Area: Urban
Location Type: Police Department

Objectives and Measures

Objective: E1 - Report on JAG funding allocated for equipment and/or technology investments

Measure: Part 1

How much JAG funding has been allocated for equipment and/or technology investments? Please report in dollars (\$)

Goal: \$2,109

Objective: E2 - Make equipment purchases and/or technology investments

Measure: Part 1

What types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices:
Computer-aided Dispatch (CAD),
Computers/Mobile Data Terminals,
Computer Software,
Emergency Medical Services (EMS),
Equipment for Police Cruisers (including in-car radios and laptops),
In-car/On-person Camera Systems,
Less-lethal Weapons, Impact Weapons (batons, bean bag shotgun rounds, etc.),
Chemical Weapons (CS gas, pepper spray), Energy Devices (tasers)
Lethal Weapons (firearms);
License Plate Readers;

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Mobile Access Equipment (for example, aircards for Verizon, Sprint, AT&T, etc.);
Radios,
Security Systems (station or evidence room),
Tactical Vests/Body Armor,
Undercover Surveillance Equipment (microphones, video),
Vehicles,
Video Observation (station, community, pole cams),
Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

Goal: Computers/Mobile Data Terminals, Computer Software

Objective: E3 - Achieve efficiencies or cost savings as a result of equipment purchases and/or technology investments

Measure: Part 1

Describe any efficiencies or cost savings that will be achieved as a result of an equipment purchase and/or technology investment.

Goal: Improved accuracy of paperwork because officers are able to complete documentation immediately following an incident as opposed to attempting to recount the details when they return to the station.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000388

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$2,751.00	\$0.00	\$2,751.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$2,751.00	\$0.00	\$2,751.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

Operating Capital Outlay Total \$2,751.00

Two (2) Portable AED Machines \$2,751.00 (\$1,400 x 2 = \$2,800 including shipping)

Total Budget \$2,751.00

The Village will be responsible for any costs above the contracted amount of \$2,751.00

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: _____

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____



**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

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Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 19 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?Program_ID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

- **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/**
- **Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars**
 - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
 - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
 - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
 - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
 - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
 - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
- **Code of Federal Regulations: www.gpo.gov/fdsys/**
 - **2 CFR 175.15(b), "Award Term for Trafficking in Persons"**
 - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
 - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
 - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
 - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
- **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: www.bja.gov/ProgramDetails.aspx?Program_ID=59.**
- **United States Code: www.gpo.gov/fdsys/**
 - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**
- **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>**
- **State of Florida Statutes 215.971 (Agreements funded with federal or state assistance) and 215.985 (Transparency in government spending)**

2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (www.ojp.usdoj.gov/financialguide/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations.

3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 19, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management ON-line)
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

6. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

7. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant recipient's

project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

13. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

16. Patents

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- c. Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

17. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at

www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. _____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

18. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

19. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

20. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

21. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

22. Grant Adjustments

- a. Subgrant recipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.

- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.

23. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

24. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

25. Access to Records

- a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

26. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dhis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.
- b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
 - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
 - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
 - (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
 - (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or online at info@fdle.state.fl.us, Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.
- k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- l. Americans with Disabilities Act
Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- m. Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G)
If the subgrant recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
 - (2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.
 - (3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.
- n. Limited English Proficiency (LEP)
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in

providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

- o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54)
If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
 - (2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
 - (3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- p. Equal Treatment for Faith Based Organizations
The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subgrantee also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

34. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

35. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact FDLE OCJG.

- (1) New construction
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.
 - c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

36. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subgrant recipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.
- b. **Specific Requirements:** The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant

recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

43. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

44. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

45. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

46. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

47. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

48. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all

constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

49. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

50. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

51. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to

www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

52. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

53. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

54. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

55. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

56. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

57. Additional Required Certifications

Employees Working Solely on a Single Federal Award

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

Sole Source

If the project requires a purchase of services or equipment from a sole source, the subgrant recipient must complete the Sole Source Justification for Services and Equipment Form. This form must be submitted upon application if applicable and pre-approval must be obtained. If the cost is below \$100,000, the form must be kept on file for review at monitoring. If the subgrantee is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

ADP Justification

The subgrant recipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained.

Confidential Funds Certificate

For all projects involved with confidential funds the subgrant recipient must submit a confidential funds certificate. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Chapter 8 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable.

Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

58. Timesheets

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

59. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

60. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

61. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well

as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

62. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

63. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

64. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

65. System for Award Management (SAM)

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

66. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

67. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

68. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

69. Ballistic-Resistant and Stab Resistant Body Armor

Subgrant recipients that wish to purchase armor with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

70. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

71. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm>

72. Environmental Requirements and Energy

For subgrants in excess of \$100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.

1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

73. Other Federal Funds

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

74. Monitoring

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

75. Unmanned Aerial Vehicles

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name:		DUNS Number:
Address:		
Grant Title:	Grant Number:	Award Amount:
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees. Recipient is an Indian tribe. Recipient is a medical institution.
 Recipient is a nonprofit organization. Recipient is an educational institution. Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
certify that _____ [recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that _____ [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],
_____ [address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients of awards from OJP and OVW should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then upload the signed document into the appropriate grant file in OJP's Grants Management System. *The document must have the following title: EEOP Certification.* Recipients of awards from COPS should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: December 22, 2014

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

RECOMMENDED BY: Frank K. Rollason, Village Manager

PRESENTED BY STAFF: Frank K. Rollason, Village Manager
Lakesha Morris, Grant Writer

SUBJECT: FY 15 Edward Byrne Memorial Justice Assistance Grant-Direct

RECOMMENDATION REQUEST

It is recommended that the Village Commission approve the attached Resolution accepting a Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) – Miami-Dade County Award in the amount of \$1,000 and authorizing the Village Manager to execute this grant pursuant to Exhibit “A” attached hereto.

BACKGROUND AND ANALYSIS

Funding Source: FY 14 Edward Byrne Memorial Justice Assistance Grant – Direct (FDLE)

Program Title: Equipment Purchase

Amount Awarded: \$1,000 **Match Required:** \$0

On December 9, 2014, North Bay Village requested FY2014 JAG funding from the Florida Department of Law Enforcement to purchase portable Automated External Defibrillators (AED) Machines for use by the patrol officers within the Police Department. This will enhance the Village’s ability to provide emergency services to the community.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

Recent statistics from the Florida Department of Health indicate that emergency room visits for heart attacks have increased over the past three years in Miami-Dade County. The Village's Police Force is usually the first to respond in the event of an emergency. Having officers that are trained and equipped to respond quickly will improve the Department's level of service and potentially save lives.

Proposed Program

The North Bay Village Police Department will purchase one (1) Portable AED Machine. Each officer will receive training on the new AED machine before they are put into use. The machine will be kept in the designated police officer's car. The benefits to the Village Police Department of purchasing this AED Machine include;

1. Officers will be better equipped to save lives
2. The Village will improve current policies and procedures for emergency response
3. The Village will provide education to the community about Heart Disease and Stroke Prevention

BUDGETARY IMPACT:

There is no budgetary impact.

CONTACT:

LaKeesha Morris, MSW
Village Grant Writer



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) – FDLE DIRECT AWARD IN THE AMOUNT OF \$1,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS AND ASSOCIATED AGREEMENTS; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) – FDLE DIRECT AWARD IN THE AMOUNT OF \$1,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS AND ASSOCIATED AGREEMENTS; AUTHORIZING EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village (“Village”) applied for the Edward Byrne Memorial Justice Assistant Grant (JAG) Program from the Department of Justice through the Bureau of Justice Assistance (BJA); and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions, and awarded the Village a grant (the “Grant”) for One Thousand Dollars (\$1,000); and

WHEREAS, the Village Commission desires to enter into a contract with the Florida Department of Law Enforcement (FDLE) accepting the grant; and

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

WHEREAS, the grant will allow for the purchase of one (1) portable Automated External Defibrillators (AED) Machines for use by the patrol officers within the Police Department; and

WHEREAS, the Village finds that this Resolution will promote the health, safety and welfare of the Village.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Acceptance of Grant. The Village Commission here accepts a Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$1,000 for the purchase of portable Automated External Defibrillators (AED) Machines for use by the patrol officers within the North Bay Village Police Department.

Section 3. Authorization of Village Officials. The Village Manager is authorized to execute all documents associated with the acceptance of this grant.

Section 4. Expenditure of Funds. The Village Manager is authorized to expend the funds for the purposes set forth herein.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption hereof.

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

FINAL VOTE ADOPTION:

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

PASSED AND ADOPTED this ___ day of January 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

Application for Funding Assistance

EXHIBIT "A"

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of North Bay Village

County: Dade

Chief Official

Name: Connie Leon-Kreps

Title: Mayor

Address: 1700 Kennedy Causeway

City: North Bay Village

State: FL **Zip:** 33141

Phone: 305-758-7171 **Ext:**

Fax:

Email: ckreps@nbvillage.com

Chief Financial Officer

Name: Bert Wrains

Title: Interim Finance Director

Address: 1700 Kennedy Causeway

Suite 132

City: North Bay Village

State: FL **Zip:** 33141

Phone: 305-756-7171 **Ext:**

Fax: 305-756-7722

Email: bwrains@nbvillage.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: North Bay Village Police Department

County: Dade

Chief Official

Name: Robert Daniels

Title: Chief

Address: 1841 Galleon Street

City: North Bay Village

State: FL **Zip:** 33141-4329

Phone: 305-758-2626 **Ext:**

Fax:

Email: rdaniels@nbvillage.com

Project Director

Name: LaKeesha Morris

Title: Grants Coordinator

Address: 1666 Kennedy Causeway
Suite 300

City: North Bay Village

State: FL **Zip:** 33141-4329

Phone: 305-756-722 **Ext:**

Fax:

Email: info@belltowergroup.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: PARTROL AED PROJECT
Subgrant Recipient: City of North Bay Village
Implementing Agency: North Bay Village Police Department
Project Start Date: 2/1/2015 **End Date:** 6/30/2015

Problem Identification

The North Bay Village Police Department is requesting funding to purchase a portable AED machine to be kept in Officers' cruisers. This will enhance the Village's ability to provide emergency services to the community. None of the police cruisers currently have AED machines.

During the 2014 budget hearing, Miami-Dade County Commissioners planned to remove the one fire engine that serves the Village. The three-island municipality of North Bay Village is accessed only through the two drawbridges. One is to the west connecting the village to Miami, and the other is to the east, providing access to Miami Beach. This closing would have doubled emergency response time, and did not take into account any barriers to access due to the drawbridges. Fortunately, the Village and its residents convinced the Commissioners to keep the fire engine in service.

This new AED initiative will assist the police department in its efforts to coordinate with local emergency medical service providers. Offices currently have been trained in First AID and CPR and have first aid kits in their cars. This new initiative will give officers an edge in saving lives. Recent statistics from the Florida Department of Health indicate that emergency room visits for heart attacks have increased over the past three years in Miami-Dade County. The Village's Police Force is usually the first to respond in the event of an emergency. Having officers that are trained and equipped to respond quickly will improve the Department's level of service.

Project Summary (Scope of Work)

The North Bay Village Police Department plans to utilize FY2014 Byrne/JAG funds to purchase one portable AED machine. Each officer will receive training on the new AED machines before they are put into use. The machines will be kept in the designated police officer's car. The benefits to the Village Police Department of purchasing these AEDs include:

1. Officers will be better equipped to save lives
2. The Village will improve current policies and procedures for emergency response
3. The Village will provide education to the community about Heart Disease and Stroke Prevention

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Question: Do the Subrecipient and Implementing agencies understand that this is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement? Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement.

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 003 - Prevention and Education Programs

State Purpose Area: E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

Activity Description

Activity: Equipment Purchases and/or Technology Investments
Target Group: Equipment Purchases and/or Technology Investments
Geographic Area: Urban
Location Type: Police Department

Objectives and Measures

Objective: E1 - Report on JAG funding allocated for equipment and/or technology investments

Measure: Part 1
How much JAG funding has been allocated for equipment purchases and/or technology investments? Please report in dollars (\$).
Goal: 0

Objective: E2 - Make equipment purchases and/or technology investments

Measure: Part 4
What types of equipment purchases and/or technology investments will be made with JAG funds?
Goal: Purchase of 1 Portable AED Machine

State Purpose Area: PE - Prevention and Education: Includes activities where individuals are served, directly or indirectly. Activities may include one-time events, services, or events and services that occur on a continual basis.

Activity Description

Activity: Prevention and Education
Target Group: Prevention and Education
Geographic Area: Urban
Location Type: Neighborhood

Application Ref # 2015-JAGD-1633
Contract -JAGD-DADE- - -

Section #3 Page 1 of 3

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Objectives and Measures

Objective: PE1 - Report on JAG funding allocated for prevention and education

Measure: Part 1

How much JAG funding has been allocated for Prevention and Education? Please report in dollars (\$).

Goal: 0

Objective: PE2 - Provide prevention or education programs

Measure: Part 1

How many prevention or education programs will you implement?

Goal: 1

Measure: Part 2

Of the prevention or education programs to be implemented, how many will be substance abuse prevention or education programs?

Goal: 0

Measure: Part 3

What types of prevention or education programs will you provide? In your response, please list all that apply from the following choices:
Anti-gang, Anti-drug, Cognitive, Crime Prevention, Drug Prevention, Educational, Employment, Gang Resistance, GED, Housing, Job Skills, Mental Health, Mentoring, Pro-social, Substance Abuse, Truancy, Vocational, Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

Goal: Other: Heart Disease and Stroke Prevention

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000388

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$1,000.00	\$0.00	\$1,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$1,000.00	\$0.00	\$1,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

Purchase of 1 AED Machine estimated at \$1,400. The Village will be responsible for any expenses above the contracted amount of \$1,000.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: \$1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: _____

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____



**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

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Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 19 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?Program_ID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

- Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/
- Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
- Code of Federal Regulations: www.gpo.gov/fdsys/
 - 2 CFR 175.15(b), "Award Term for Trafficking in Persons"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
- Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
www.bja.gov/ProgramDetails.aspx?Program_ID=59.
- United States Code: www.gpo.gov/fdsys/
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
- State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:<http://dlis.dos.state.fl.us/barm/qenschedules/GS2-2008-Rev2010.pdf>
- State of Florida Statutes 215.971 (Agreements funded with federal or state assistance) and 215.985 (Transparency in government spending)

2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (www.ojp.usdoj.gov/financialguide/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations.

3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 19, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management ON-line)
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

- (f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

6. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

7. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant recipient's

project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

13. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

16. Patents

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- c. Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

17. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at

www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. _____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

18. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

19. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

20. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

21. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

22. Grant Adjustments

- a. Subgrant recipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.

- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.

23. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

24. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

25. Access to Records

- a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

26. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dhis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.
- b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees the these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
 - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
 - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
 - (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
 - (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or online at info@fdle.state.fl.us, Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.
- k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- l. Americans with Disabilities Act
Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- m. Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G)
If the subgrant recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
 - (2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.
 - (3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.
- n. Limited English Proficiency (LEP)
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in

providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

- o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54)
If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:
 - (1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
 - (2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
 - (3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- p. Equal Treatment for Faith Based Organizations
The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subgrantee also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

34. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

35. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact FDLE OCJG.

- (1) New construction
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.
 - c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

36. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subgrant recipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.
- b. **Specific Requirements:** The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant

recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

43. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

44. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

45. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

46. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

47. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

48. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all

constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

49. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

50. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

51. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

52. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

53. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

54. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

55. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

56. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

57. Additional Required Certifications

Employees Working Solely on a Single Federal Award

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

Sole Source

If the project requires a purchase of services or equipment from a sole source, the subgrant recipient must complete the Sole Source Justification for Services and Equipment Form. This form must be submitted upon application if applicable and pre-approval must be obtained. If the cost is below \$100,000, the form must be kept on file for review at monitoring. If the subgrantee is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

ADP Justification

The subgrant recipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained.

Confidential Funds Certificate

For all projects involved with confidential funds the subgrant recipient must submit a confidential funds certificate. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Chapter 8 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable.

Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

58. Timesheets

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

59. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

60. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

61. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well

as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

62. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

63. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

64. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

65. System for Award Management (SAM)

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

66. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

67. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

68. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

69. Ballistic-Resistant and Stab Resistant Body Armor

Subgrant recipients that wish to purchase armor with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

70. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

71. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm>

72. Environmental Requirements and Energy

For subgrants in excess of \$100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.

1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

73. Other Federal Funds

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

74. Monitoring

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

75. Unmanned Aerial Vehicles

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name:		DUNS Number:
Address:		
Grant Title:	Grant Number:	Award Amount:
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees. Recipient is an Indian tribe. Recipient is a medical institution.
 Recipient is a nonprofit organization. Recipient is an educational institution. Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
certify that _____ [recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that _____ [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],
_____ [address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients of awards from OJP and OVW should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then upload the signed document into the appropriate grant file in OJP's Grants Management System. *The document must have the following title: EEOP Certification.* Recipients of awards from COPS should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



North Bay Village

10C

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 30, 2014

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

RECOMMENDED BY:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
Frank Rollason, Village Manager

SUBJECT: Resolution – Agreement with the State Attorney’s Office For the reimbursement of the prosecution of criminal violations of the Village Code

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute an agreement with the Office of the State Attorney for the Eleventh Judicial Circuit of Florida for the reimbursement of costs associated with the prosecution of criminal violations of the Village Code of Ordinances.

BACKGROUND:

Chapter 27, Florida Statutes require municipalities to be financially responsible for the costs of prosecuting local code and ordinance violations punishable by incarceration, when such prosecutions are not ancillary to a State Statute charge.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

The execution of the attached agreement between the Office of the State Attorney of the Eleventh Judicial Circuit to reimburse their agency for the prosecution of these types of violations will meet this requirement.

FINANCIAL IMPACT:

The statutory prescribed rate for the State Attorney prosecution of criminal violation is \$50 per hour. It is estimated that each case takes twenty minutes, which would result in the Village being charged a rate of \$16.67 per arrest.

PERSONNEL IMPACT:

None.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA FOR REIMBURSEMENT OF THE COST OF CERTAIN CRIMINAL VIOLATIONS PROSECUTED BY THE STATE ATTORNEY; SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA FOR REIMBURSEMENT OF THE COST OF CERTAIN CRIMINAL VIOLATIONS PROSECUTED BY THE STATE ATTORNEY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY FRANK K. ROLLASON)

WHEREAS, Miami-Dade County and the Village have enacted various codes and ordinances providing for criminal penalties upon violation, which assist in protecting the health, safety, and welfare of the residents of North Bay Village; and

WHEREAS, Sections 27.02 and 27.34, Florida Statutes, authorize the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the Village for reimbursement; and

WHEREAS, Chapter 27, Florida Statutes, require municipalities to be financially responsible for the costs of prosecuting local code and ordinance violations when such prosecutions are not ancillary to a State charge; and

WHEREAS, the Village finds that in order to maintain and improve the health, safety, and welfare of the community, it is necessary to adequately enforce and prosecute violations of the Village's Code of Ordinances.

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

Section 1. That the Village Manager is hereby authorized to execute an agreement with the State of Florida, Office of the State Attorney for reimbursement for the cost of State Attorney Prosecution of certain criminal violations of the Village Code of Ordinances in the form attached hereto as Exhibit 1.

Section 2. Severability. That the provisions of the resolution are declared to be severable and if any section, sentence, clause or phrase of the resolution shall be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

Section 3. Conflict. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date. That this Resolution shall take effect immediately upon approval.

The foregoing Resolution was offered _____, who moved for its adoption. This motion was seconded _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this ____ day of ____, 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Agreement-Reimbursement from State Attorney for Prosecuting Violations of Village Ordinances.



STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100

November 13, 2014

Mr. Frank Rollason
Village Manager
City of North Bay Village
1666 Kennedy Causeway Ste. 700
North Bay Village FL 33141

Dear Mr. Rollason:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

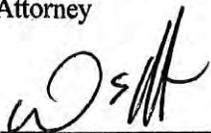
Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1 of current year through September 30 for following year. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at donlhorn@miamisao.com and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 & 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at donlhorn@miamisao.com.

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By: 

Don L. Horn
Chief Assistant State Attorney for Administration

DLH/cj

Enclosures

**AGREEMENT BETWEEN NORTH BAY VILLAGE
AND THE STATE OF FLORIDA, OFFICE OF THE
STATE ATTORNEY FOR THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE
THE STATE FOR THE COST OF STATE
ATTORNEY PROSECUTION OF CERTAIN
CRIMINAL VIOLATIONS OF NORTH BAY
VILLAGE CODE.**

This agreement is entered into this ____ day of _____, 2015, by and between North Bay Village, a political subdivision of the State of Florida (hereinafter referred to as the “Village”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, North Bay Village finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the Village’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the Village for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The Village agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2014, through September 30, 2015. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the Village to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2015, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the Village be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The Village agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the Village with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The Village shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The Village does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the Village other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to:

Robert Daniels, Police Chief, 1666 Kennedy Causeway, #300, North Bay Village,

FL 33141.

ARTICLE VI

Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the Village and is not an agent of the Village. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII

Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII

Service Charges

This agreement is contingent upon all Village funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the Village shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

Yvonne P. Hamilton, CMC

Village Commission

By: _____
Village Clerk

By: _____
Mayor Connie Leon-Kreps

ATTEST

State Attorney's Office
Eleventh Judicial Circuit

By: _____

By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 22, 2014

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason 

PRESENTED BY STAFF: Rodney Carrero-Santana, Public Works
Director

SUBJECT: Approval for Kimley-Horn and Associates, Inc. to increase scope of work for sanitary sewer rehabilitation project to include the Facilities Plan.

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under Resolution No. 2014-94 with Kimley-Horn and Associates, Inc. to provide engineering services to prepare a Facilities Plan associated with the Village sanitary sewer rehabilitation project as part of the state funding requirements.

BACKGROUND:

North Bay Village's sewer sanitary system has been experiencing inflow and infiltration for some time. Verification and quantification with location are keys to finding a solution to the problem. North Bay Village has selected the services of a consultant engineering firm to perform analyses of various studies that will allow North Bay Village to reduce the amount of inflow and infiltration into the system.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

Resolution No. 2014-94 originally called for the Consultant to develop Bid Documents to replace or repair associated sections of sanitary sewer piping throughout the Village's sanitary sewer collection system. The funding for this project is provided through state loans. The Village is required to submit a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.), which was not part of the scope for the rehabilitation project. The expanded scope of work is to include this additional service.

The Facilities Plan document should describe the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule. This scope of work includes professional services for Kimley-Horn and Associates, Inc. to prepare a Facilities Plan associated with rehabilitating the Village's sanitary sewer collection system. The information included in the Facilities Plan will be preliminary because the project design has not been completed.

BUDGETARY IMPACT:

The funds for these agreements will be tied to the loans and grants approvals by the state, and will only be executed when that happens.

The project cost for the additional scope of engineering services is not to exceed \$7,910.00.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the engineering services for the project.

CONTACT:

Frank Rollason, Village Manager
Rodney Carreo-Santana, P.E., LEED AP, Director of Public Works



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-01) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-06 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE SANITARY SEWER REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-01) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-06 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE SANITARY SEWER REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village Commission adopted Resolution No. 2014-94 on October 14, 2014 approving Project Agreement 14-04 with Kimley-Horn & Associates, Inc. to provide professional services to develop Bid Documents to replace or repair associated sections of sanitary sewer piping throughout the Village's Sanitary Sewer Collection System; and

WHEREAS, the funding for this project is contingent upon approval of applications submitted for State loans; and

WHEREAS, the State requires the Village to submit a Facilities Plan describing the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule; and

WHEREAS, this scope of work includes professional services for Kimley-Horn and Associates, Inc. to prepare the Facilities Plan associated with the Village Sanitary Sewer Rehabilitation Project for an amount not to exceed \$7,910 pursuant to Work Authorization No. 15-01 attached hereto as Exhibit 1.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 15-01 between North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for providing professional services for preparation of a State Revolving Fund Facilities Plan associated with the Village Sanitary Sewer Rehabilitation Project described in Work Authorization No. 15-01 at a lump sum cost not to exceed \$7,910 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Sanitary Sewer Rehabilitation Project.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 15-01

Sanitary Sewer Rehabilitation Program
State Revolving Fund Facilities Plan

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 15-01

Sanitary Sewer Rehabilitation Program
State Revolving Fund Facilities Plan

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 As part of the Clean Water State Revolving Fund (SRF) Planning requirements, the CONSULTANT shall provide professional services to prepare a State Revolving Fund Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.). The Facilities Plan will be associated with rehabilitating the VILLAGE's sanitary sewer system as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed forty five (45) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$7,910.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the “Continuing Service Agreement” between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate , duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit "1"

Project Description

The CONSULTANT has been authorized to develop Bid Documents to replace or repair associated sections of sanitary sewer piping throughout the VILLAGE's sanitary sewer collection system. As part of obtaining funding for the project through the Clean Water State Revolving Fund (SRF) Program, the VILLAGE is required to submit a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.). The Facilities Plan document should describe the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen, describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule. This scope of work includes professional services for the CONSULTANT to prepare a Facilities Plan associated with rehabilitating the VILLAGE's sanitary sewer collection system. The information included in the Facilities Plan will be preliminary because the project design has not been completed.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Draft Facilities Plan

1.1 This task will include developing a draft Facilities Plan to address the following project elements in reference to the VILLAGE’s sanitary sewer system:

- Project description.
- Project justification.
- Project location map that will show the location of the proposed project.
- Cost comparison of two alternatives. One alternative will be evaluation of no action.
- Discuss environmental benefits associated with the proposed project.
- Perform one (1) site investigation to review the environmental impacts of the proposed project. Elements that will be observed include potential effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas for the project area. Environmental sensitivity can be greater for projects involving wastewater, but this task does not include developing a separate environmental study or report.
- Discuss if the project will have any significant adverse human health or environmental effects on minority or low-income communities.
- Discuss the selected alternative with description of the existing and recommended facilities.
- Provide preliminary cost estimate of selected alternative.
- Provide preliminary project schedule for implementing the facilities.

Task 2 – Public Participation Process

As part of the SRF program requirements, the Facilities Plan should include a section addressing a public participation process. The process should include the following:

- Hold a public meeting to explain the project, including cost and impact on user charges; and enable public participation in evaluating project alternatives.
 - Meet local requirements for advertising the public meeting.
 - Provide minutes of public meeting and include a copy of the advertisement.
- 2.1 This scope of services does not include preparation for or participation in a new public meeting, but instead includes referencing VILLAGE Commission agendas and minutes for meetings held to date that include discussions or VILLAGE Commission actions associated with the VILLAGE’s sanitary sewer system. Documents that will be referenced include the Sanitary Sewer Evaluation Survey and the Asset Inventory Report.

- 2.2 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the draft Facilities Plan developed in Task 1 and obtain available VILLAGE information that can be utilized in developing the Public Participation Process section of the Facilities Plan.
- 2.3 If a new public meeting is required, developing a public presentation and attending one (1) public meeting can be provided as an additional service. Public meeting coordination, arrangements, and complying with public meeting advertisement requirements will be the responsibility of the VILLAGE.

Task 3 – Facilities Plan

- 3.1 This task will include incorporating VILLAGE review comments and the Public Participation Process section as well as developing a final Facilities Plan.
- 3.2 The CONSULTANT will attend one Commission meeting associated with adopting the Facilities Plan.
- 3.3 The CONSULTANT shall response to one (1) round of review comments from the Department of Environmental Protection as it relates to addressing the planning document requirement.
- 3.4 This scope of services does not include developing VILLAGE resolutions associated with adopting the Facilities Plan or implement the planning recommendations.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Project permitting.
 - Environmental surveys, studies, or reports.
 - Attendance or facilitation of public involvement meetings.
 - Completion of the capital financing plan worksheet.
 - Financial feasibility, revenue, user charge, or capital financing plan assessment.
- 4.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Three (3) draft copies of the Facilities Plan for review by the VILLAGE.
- B. Three (3) final copies of the Facilities Plan for use by the VILLAGE.
- C. Complete Facilities Plan electronically for use by the VILLAGE.
- D. Submit one hard copy (signed and sealed) of the Facilities Plan along with a CD

(containing a compiled version in PDF format) to the Bureau of Water Facilities Funding for the Bureau to upload to the DEP's website (www.dep.state.fl.us/water/wff).

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined above for a lump sum fee of \$7,910.00.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-06

Sanitary Sewer Rehabilitation Program

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-06

Sanitary Sewer Rehabilitation Program

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT is currently working with the VILLAGE to update their Sanitary Sewer Evaluation Study based on flow data collected from the sanitary sewer collection system. For this scope of work, the CONSULTANT will provide professional services to review and evaluate Closed Circuit TV (CCTV) and Smoke Test results completed by the VILLAGE to develop a Sanitary Sewer Rehabilitation Plan. The CONSULTANT will also prepare Bid Documents associated with the resulting Sanitary Sewer Rehabilitation Program as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement,

prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. the CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed ninety (90) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$44,690.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount

stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE

evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

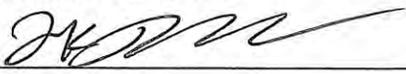
If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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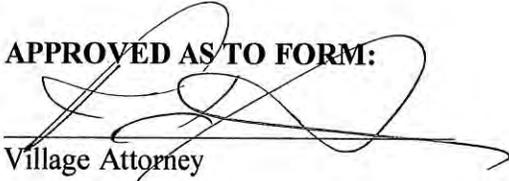
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

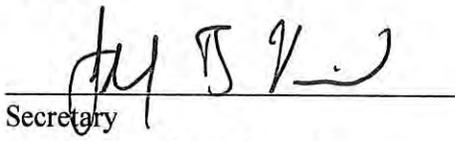

Village Clerk

NORTH BAY VILLAGE
By: 

Date: 10/25/14

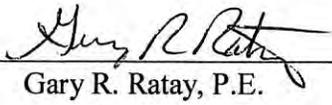
APPROVED AS TO FORM:


Village Attorney

ATTEST:


Secretary
Stefan Viola

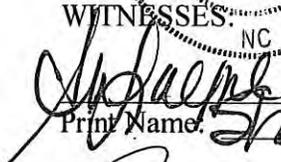
Print Name

KIMLEY-HORN AND ASSOCIATES, INC.
By: 

Gary R. Ratay, P.E.
Date: 11/11/14

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC.
CORPORATE SEAL
WITNESSES. NC



Print Name: Granda S. Layre


Print Name: Josh Courrel

Exhibit "1"

Project Description

The CONSULTANT is currently working with the VILLAGE to develop an update to their Sanitary Sewer Evaluation Study (SSES) based on flow data collected from their sanitary sewer collection system. That study update is required by the Department of Regulatory and Economic Resources (DRER) as part of the Volume Sewer Customer Ordinance (VSCO) required by the Second and Final Partial Consent Decree (SFPCD) and incorporated into the Code of Miami-Dade County.

The intent of the SSES program is to determine if inflow/infiltration flows into the VILLAGE's sanitary sewer system are in compliance with the SFPCD. The Village has also cleaned, video recorded, and performed smoke testing to further identify inflow/infiltration problems. The CONSULTANT will review the test results provided by the VILLAGE to evaluate the rehabilitation processes and quantities, prepare associated costs, and develop a prioritized Sanitary Sewer Rehabilitation Program.

Based on the prioritized rehabilitation program and in conjunction with the SSES flow data, the CONSULTANT will develop Bid Documents to replace or repair associated sections of sanitary sewer piping throughout the VILLAGE's sanitary sewer collection system. The bid documents will include sanitary sewer rehabilitation process descriptions and details for lining, point repairs, and grouting of sanitary system piping and laterals. All work will be limited to the public Right-of-Way. No work will be performed on private property. Because this is a rehabilitation program, this scope of work does not include any hydraulic analysis of the sanitary sewer system or project permitting.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Sanitary Sewer Rehabilitation Program

- 1.1 This task will include reviewing the CCTV and Smoke Test data to evaluate the recommended rehabilitation processes and quantities. The VILLAGE will provide the CONSULTANT with the testing data.
- 1.2 The CONSULTANT will develop costs associated with the various rehabilitation processes and review the costs against the recommended repair types to develop a prioritized sanitary sewer rehabilitation program. This data will be reviewed in conjunction with the SSES flow data results as well.
- 1.3 The CONSULTANT will provide a schematic map based on the VILLAGE’s sanitary sewer atlas summarizing the proposed repairs with associated costs as the Sanitary Sewer Rehabilitation Program.
- 1.4 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the Sanitary Sewer Rehabilitation Program approach prior to moving forward with bid documents.

DATA TO BE PROVIDED BY OWNER

- A. CCTV and Smoke Test Data.
- B. Sanitary Sewer Atlas.

Task 2 – Bid Document Development

- 2.1 The CONSULTANT will provide bid documents associated with the Sanitary Sewer Rehabilitation Program on 11 x 17 plan sheets. The plans will be based on the existing utility survey file, schematic and in plan view only to indicate the rehabilitation processes such as lining, point repairs, and grouting of sanitary sewer piping and laterals throughout the VILLAGE’s sanitary sewer system. The plan sheets will also include details for sanitary sewer system improvements. The sanitary sewer details will be based Miami-Dade Water and Sewer Department (WASD) standards. The plans will also address removal of existing sanitary sewer components.
- 2.2 The CONSULTANT will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. The sanitary sewer specifications will be based Miami-Dade Water and Sewer Department

(WASD) standards. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units. The bid form will also include line items and quantities as coordinated with the VILLAGE for uninstalled equipment to establish an inventory of sanitary sewer components for the VILLAGE.

- 2.3 The bid documents and resulting inventory will be used by the VILLAGE as a submittal to DRER to address the remedial action plan (RAP) and Capacity Management Operations and Maintenance (CMOM) Plan requirements of the SSES program. This scope of services does not include any coordination or submittals to DRER.
- 2.4 The CONSULTANT will provide an opinion of probable construction cost for the Sanitary Sewer Rehabilitation Program.
- 2.5 The CONSULTANT will attend one (1) meeting with the VILLAGE during the bid document development process to discuss and review the project.

Task 3 – Bidding Services

- 3.1 The CONSULTANT will assemble and transmit addendum and project clarifications during the advertisement of the project. The CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 3.2 Once the VILLAGE receives bids, the CONSULTANT will evaluate the bids and prepare a recommendation for award of bid.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Hydraulic analysis of the VILLAGE’s sanitary sewer collection system for operational improvements.
 - Additional sanitary sewer system testing.
 - Environmental and Building Department project permitting.
 - Construction phase services.
- 4.2 Additional field survey work is not anticipated or included in the scope of this project.
- 4.3 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Sanitary Sewer One plan set (11" x 17") with cover sheet, plan sheets, and detail sheets.
- B. One set of contract documents with technical specifications and bid form.
- C. Complete Bid Document electronically for use by the Village in bidding the project.
- D. Opinion of Probable Cost.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined in Tasks 1 through 3 for the lump sum fee of \$44,690.00.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Sanitary Sewer Rehabilitation Program	\$13,480.00
Task 2 – Bid Document Development	\$28,740.00
Task 3 – Bidding Services	<u>\$2,470.00</u>
LUMP SUM	\$44,690.00

RESOLUTION NO. 2014-94

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S SANITATION SEWER REHABILITATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village seeks to undergo a capital improvement project to comprehensively rehabilitate the Sanitary Sewer System to include repair and replacement of sewer lines with the goal of eliminating a substantial percentage of infiltration and inflow; and

WHEREAS, the Village desires the services of an engineer to provide professional services to develop a Sanitary Sewer Rehabilitation Plan and prepare Bid Documents associated with the resulting Sanitary Sewer Rehabilitation Program based on the results of the Sanitary Sewer Evaluation Study; and

WHEREAS, North Bay Village (the "Village ") retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn has prepared a Project Agreement, attached as Exhibit "1", to provide the professional engineering services for the Sanitary Sewer Rehabilitation Project; and

WHEREAS, the Village Commission finds that approval of the Project Agreement between the Village and Kimley-Horn & Associates, Inc. is in the best interest of the Village.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 14-06 between North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for providing professional services to develop a Sanitary Sewer Rehabilitation Plan and prepare Bid Documents for the Sanitary Sewer Rehabilitation Program at a lump sum cost not to exceed \$44,690 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

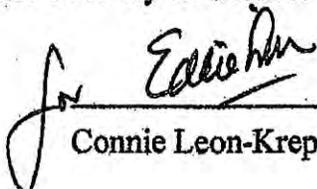
PASSED AND ADOPTED this 14th day of October 2014.

The foregoing Resolution was offered by Commissioner Richard Chervony, who moved for its adoption. This motion was seconded by Commissioner Jorge Gonzalez, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

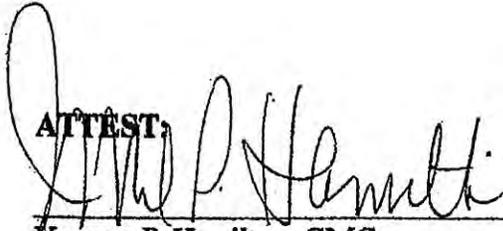
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

PASSED AND ADOPTED this 14th day of October 2014.



Connie Leon-Kreps, Mayor

ATTEST:



Yvonne P. Hamilton, CMC
Village Clerk

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



Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Engineering Services-Sanitary Sewer Rehabilitation Project.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

10E

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 22, 2014

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason 

PRESENTED BY STAFF: Rodney Carrero-Santana, Public Works
Director

SUBJECT: Approval for Kimley-Horn and Associates, Inc. to increase scope of work for stormwater outfall rehabilitation project to include the Facilities Plan.

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under Resolution No. 2014-97 with Kimley-Horn and Associates, Inc. to provide engineering services to prepare a Facilities Plan associated with the Village stormwater outfall rehabilitation project as part of the state funding requirements.

BACKGROUND:

There are 50 outfalls in North Bay Village that are rapidly deteriorating due to corrosion and reaching the end of their life cycle. We are seeking to install flexible closure valves at the outfalls to prevent salt water intrusion to the storm drainage system during storm and high tide events. These events are becoming more common place in South Florida due to changing environmental conditions.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

Resolution No. 2014-97 originally called for the Consultant to develop Bid Documents to install stormwater outfall flexible closure valves and to rehabilitate outfall structures and outfall pipes throughout the Village's stormwater system. The funding for this project is provided through state loans. The Village is required to submit a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.), which was not part of the scope for the rehabilitation project. The expanded scope of work is to include this additional service.

The Facilities Plan document should describe the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule. This scope of work includes professional services for the Kimley-Horn and Associates, Inc. to prepare a Facilities Plan associated with rehabilitating the Village's stormwater system. The information included in the Facilities Plan will be preliminary because the project design has not been completed.

BUDGETARY IMPACT:

The funds for these agreements will be tied to the loans and grants approvals by the state, and will only be executed when that happens.

The project cost for the additional scope of engineering services is not to exceed \$8,810.00.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the engineering services for the project.

CONTACT:

Frank Rollason, Village Manager
Rodney Carreo-Santana, P.E., LEED AP, Director of Public Works



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-02) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-03 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE STORMWATER OUTFALL REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-02) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-03 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE STORMWATER OUTFALL REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village Commission adopted Resolution No. 2014-97 on October 14, 2014 approving Project Agreement 14-03 with Kimley-Horn & Associates, Inc. to provide professional services to prepare Bid Documents associated with rehabilitating the stormwater outfall structures and piping; and

WHEREAS, the funding for this project is contingent upon approval of applications submitted for State loans; and

WHEREAS, the State requires the Village to submit a Facilities Plan describing the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule; and

WHEREAS, this scope of work includes professional services for Kimley-Horn and Associates, Inc. to prepare the Facilities Plan associated with the Village Stormwater Outfall Rehabilitation Project for an amount not to exceed \$8,810 pursuant to Work Authorization No. 15-02 attached hereto as Exhibit 1.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 15-02 between North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for providing professional services for preparation of a State Revolving Fund Facilities Plan associated with the Village Stormwater Outfall Rehabilitation Project described in Work Authorization No. 15-02 at a lump sum cost not to exceed \$8,810 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Stormwater Outfall Rehabilitation Project.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 15-02

Stormwater Outfall Rehabilitation Program
State Revolving Fund Facilities Plan

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 15-02

Stormwater Outfall Rehabilitation Program
State Revolving Fund Facilities Plan

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and The CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 As part of the Clean Water State Revolving Fund (SRF) Planning requirements, the CONSULTANT shall provide professional services to prepare a State Revolving Fund Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.). The Facilities Plan will be associated with rehabilitating the VILLAGE's stormwater outfall structures and piping as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission.

3.2 **Commencement.** The CONSULTANT's services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed forty five (45) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay The CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$8,810.00. It is understood that the method of compensation is that of Lump Sum which means that The CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by The CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse The CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon The CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE's request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

VILLAGE Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

The CONSULTANT has been authorized to develop Bid Documents to rehabilitate outfall structures and outfall pipes throughout the VILLAGE’s stormwater system. As part of obtaining funding for the project through the Clean Water State Revolving Fund (SRF) Program, the VILLAGE is required to submit a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.). The Facilities Plan document should describe the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen, describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule. This scope of work includes professional services for the CONSULTANT to prepare a Facilities Plan associated with rehabilitating the VILLAGE’s stormwater system. The information included in the Facilities Plan will be preliminary because the project design has not been completed.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Draft Facilities Plan

1.1 This task will include developing a draft Facilities Plan to address the following project elements in reference to the VILLAGE’s stormwater outfall structures and outfall piping:

- Project description.
- Project justification.
- Project location map that will show the location of the proposed project.
- Cost comparison of two alternatives. One alternative will be evaluation of no action.
- Discuss environmental benefits associated with the proposed project.
- Perform one (1) site investigation to review the environmental impacts of the proposed project. Elements that will be observed include potential effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas for the project area. Environmental sensitivity can be greater for projects involving outfall connections to Biscayne Bay, but this task does not include developing a separate environmental study or report.
- Discuss if the project will have any significant adverse human health or environmental effects on minority or low-income communities.
- Discuss the selected alternative with description of the existing and recommended facilities.
- Provide preliminary cost estimate of selected alternative.
- Provide preliminary project schedule for implementing the facilities.

Task 2 – Public Participation Process

As part of the SRF program requirements, the Facilities Plan should include a section addressing a public participation process. The process should include the following:

- Hold a public meeting to explain the project, including cost and impact on user charges; and enable public participation in evaluating project alternatives.
 - Meet local requirements for advertising the public meeting.
 - Provide minutes of public meeting and include a copy of the advertisement.
- 2.1 This scope of services does not include preparation for or participation in a new public meeting, but instead includes referencing VILLAGE Commission agendas and minutes for meetings held to date that include discussions or VILLAGE Commission actions associated with the VILLAGE’s stormwater system.

- 2.2 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the draft Facilities Plan developed in Task 1 and obtain available VILLAGE information that can be utilized in developing the Public Participation Process section of the Facilities Plan.
- 2.3 If a new public meeting is required, developing a public presentation and attending one (1) public meeting can be provided as an additional service. Public meeting coordination, arrangements, and complying with public meeting advertisement requirements will be the responsibility of the VILLAGE.

Task 3 – Facilities Plan

- 3.1 This task will include incorporating VILLAGE review comments and the Public Participation Process section as well as developing a final Facilities Plan.
- 3.2 The CONSULTANT will attend one Commission meeting associated with adopting the Facilities Plan.
- 3.3 The CONSULTANT shall response to one (1) round of review comments from the Department of Environmental Protection as it relates to addressing the planning document requirement.
- 3.4 This scope of services does not include developing VILLAGE resolutions associated with adopting the Facilities Plan or implement the planning recommendations.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Project permitting.
 - Environmental surveys, studies, or reports.
 - Attendance or facilitation of public involvement meetings.
 - Completion of the capital financing plan worksheet.
 - Financial feasibility, revenue, user charge, or capital financing plan assessment.
- 4.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Three (3) draft copies of the Facilities Plan for review by the VILLAGE.
- B. Three (3) final copies of the Facilities Plan for use by the VILLAGE.
- C. Complete Facilities Plan electronically for use by the VILLAGE.
- D. Submit one hard copy (signed and sealed) of the Facilities Plan along with a CD (containing a compiled version in PDF format) to the Bureau of Water Facilities Funding

for the Bureau to upload to the DEP's website (www.dep.state.fl.us/water/wff).

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined above for a lump sum fee of \$8,810.00.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-03

Stormwater Outfall Rehabilitation Program

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-03

Stormwater Outfall Rehabilitation Program

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and The CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to prepare Bid Documents associated with rehabilitating the VILLAGE's stormwater outfall structures and piping as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission.

3.2 **Commencement.** The CONSULTANT's services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed thirty (30) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay The CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$37,720.00. It is understood that the method of compensation is that of Lump Sum which means that The CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by The CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse The CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon The CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE's request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

Michael P. Hammett
VILLAGE Clerk

NORTH BAY VILLAGE

By: [Signature]

Date: 10/25/14

APPROVED AS TO FORM:

[Signature]
VILLAGE Attorney

ATTEST:

[Signature]
Secretary

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]
Gary R. Ratay, P.E.

Stefano Viola
Print Name

Date: 11/11/14



WITNESSES:

[Signature]
Print Name: Shanda S. Layne

[Signature]
Print Name: Josh Coakley

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal to develop Bid Documents to rehabilitate the VILLAGE's outfall structures and outfall pipes. The bid documents will address cleaning the existing outfall structures, cleaning and lining the existing outfall piping, and installing new check valves in the existing outfall structures to minimize backflow from the bay into the VILLAGE's stormwater system. The intent is to address this work as a rehabilitation project and this scope of work does not include any hydraulic analysis or drainage analysis to evaluate stormwater system performance. Based on this being a rehabilitation project, no project permitting is anticipated or included in this scope of work.

Exhibit "2"

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Site Visit/Component Review

- 1.1 This task will include one site visit to obtain outfall structure and site information. The VILLAGE will provide the CONSULTANT with available stormwater system plans and component details so that the CONSULTANT can evaluate the scope of outfall structure and piping rehabilitation work. This scope of work does not include evaluating any outfall piping from the bay or with CCTV.
- 1.2 The CONSULTANT will also review the outfall structure design to develop an approach for installing the outfall check valves. The VILLAGE will provide check valve information for review by The CONSULTANT. This scope of work does not include evaluating any stormwater collection system piping upstream of the outfall structures.
- 1.3 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the preliminary component review and rehabilitation approach prior to moving forward with bid documents.

DATA TO BE PROVIDED BY OWNER

- A. Original stormwater system plans and component details.
- B. Manufacturer cut sheet on proposed check valve.

Task 2 – Bid Document Development

- 2.1 The CONSULTANT will provide bid documents associated with rehabilitating the existing outfall structures and piping on 11 x 17 plan sheets. The plans will be schematic and in plan view only to indicate locations of outfall structures and piping. Plan sheets will also include details for the outfall structure modifications to clarify the intent of the plans.
- 2.2 The CONSULTANT will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units.
- 2.3 The CONSULTANT will provide an opinion of probable construction cost for the proposed rehabilitation project.

- 2.4 The CONSULTANT will attend one (1) meeting with the VILLAGE during the bid document development process to discuss and review the project.

Task 3 – Bidding Services

- 3.1 The CONSULTANT will assemble and transmit addendum and project clarifications during the advertisement of the project. CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 3.2 Once the VILLAGE receives bids, The CONSULTANT will evaluate the bids and prepare a recommendation for award of bid.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
- Hydraulic analysis of stormwater system or outfall piping sizing.
 - Replacement of existing outfall structures.
 - Environmental or Building Department project permitting.
 - Construction phase services.
- 4.2 Field survey work is not anticipated or included in the scope of this project.
- 4.3 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. One plan set (11" x 17") with cover sheet, plan sheets, and detail sheets.
- B. One set of contract documents with technical specifications and bid form.
- C. Complete Bid Document electronically for use by the Village in bidding the project.
- D. Opinion of Probable Cost.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit "3"

Payment Schedule

The Consultant will perform the services outlined in Tasks 1 through 3 for the lump sum fee of \$37,720.00.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Component review	\$12,390.00
Task 2 – Bid Document Development	\$22,860.00
Task 3 – Bidding Services	<u>\$2,470.00</u>
LUMP SUM	\$37,720.00

RESOLUTION NO. 2014-97

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S STORMWATER OUTFALL PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village seeks to undergo a capital project to improve the deteriorating stormwater outfalls in the Village; and

WHEREAS, the Village desires the services of an engineer to provide professional services to prepare Bid Documents associated with rehabilitating the stormwater outfall structures and piping; and

WHEREAS, North Bay Village (the "Village ") retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn has prepared a Project Agreement, attached as Exhibit "1", to provide the professional engineering services for Stormwater Outfall Rehabilitation Project; and

WHEREAS, the Village Commission finds that approval of the Project Agreement between the Village and Kimley-Horn & Associates, Inc. is in the best interest of the Village.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 14-03 between North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for providing professional services to prepare the Bid Documents for the Stormwater Outfall Rehabilitation Project at a lump sum cost not to exceed \$37,720 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of October 2014.

The foregoing Resolution was offered by Commissioner Richard Chervony, who moved for its adoption. This motion was seconded by Jorge Gonzalez, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

PASSED AND ADOPTED this 14th day of October 2014.

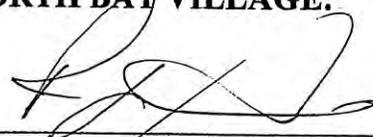


Connie Leon-Kreps, Mayor

ATTEST:


Yvonne P. Hamilton, CMC
Village Clerk

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



Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Stormwater Outfall Improvement Project.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 22, 2014

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason 

PRESENTED BY STAFF: Rodney Carrero-Santana, Public Works
Director

SUBJECT: Approval for Kimley-Horn and Associates, Inc. to increase scope of work for water leak detection and replacement of water lines for the Village project to include the Facilities Plan.

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under Resolution No. 2014-96 with Kimley-Horn and Associates, Inc. to provide engineering services to prepare a Facilities Plan associated with the Village water leak detection and replacement of water lines rehabilitation project as part of the state funding requirements.

BACKGROUND:

The original water system piping was likely installed around 1945. Based on Village atlas and GIS information, expansion of the water system occurred through 1967. To date, the system includes approximately eight miles of 2" through 30" system piping and includes air release valves, isolation valves, water services, water meters, and fire hydrants.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

In addition, the water lines are constantly underground water with aggressive salinity content conditions that promote corrosion which lead to leaks. We are currently experiencing a high water amount discrepancy between the volume charged to the customers and the amount billed by our provider MDWASD.

Resolution No. 2014-96 originally called for the Consultant to develop Bid Documents to evaluate water leaks and rehabilitate associated sections of water mains throughout the Village’s water distribution system. The funding for this project is provided through state loans. The Village is required to submit a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.) but was not part of the scope for the rehabilitation project. The expanded scope of work is to include this additional service.

The Facilities Plan document should describe the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule. This scope of work includes professional services for the Kimley-Horn and Associates, Inc. to prepare a Facilities Plan associated with rehabilitating the Village’s water distribution system. The information included in the Facilities Plan will be preliminary because the project design has not been completed.

BUDGETARY IMPACT:

The funds for these agreements will be tied to the loans and grants approvals by the state, and will only be executed when that happens.

The project cost for the additional scope of engineering services is not to exceed \$6,180.00.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the engineering services for the project.

CONTACT:

Frank Rollason, Village Manager
Rodney Carreo-Santana, P.E., LEED AP, Director of Public Works



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-03) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-05 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE WATER LEAK DETECTION AND REPLACEMENT OF WATER LINES REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-03) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-05 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE WATER LEAK DETECTION AND REPLACEMENT OF WATER LINES REHABILITATION PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village Commission adopted Resolution No. 2014-96 on October 14, 2014 approving Project Agreement 14-05 with Kimley-Horn & Associates, Inc. to provide professional services to develop Bid Documents associated with evaluating water leaks and rehabilitating associated sections of water main throughout the Village's water distribution system; and

WHEREAS, the funding for this project is contingent upon approval of applications submitted for State loans; and

WHEREAS, the State requires the Village to submit a Facilities Plan describing the existing conditions, the proposed work and why it is needed, discussing the alternatives considered and why the selected alternative was chosen; describing the environmental effects/benefits, providing a cost estimate of the selected plan and providing the proposed implementation schedule; and

WHEREAS, this scope of work includes professional services for Kimley-Horn and Associates, Inc. to prepare the Facilities Plan associated with rehabilitating the Village's water distribution system for an amount not to exceed \$6,180 pursuant to Work Authorization No. 15-03 attached hereto as Exhibit 1.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 15-03 between North Bay Village and Kimley-Horn & Associates, Inc. (the "Project Agreement") for providing professional services for preparation of a State Revolving Fund Facilities Plan associated with rehabilitating the Village's water distribution system as described in Work Authorization No. 15-03 at a lump sum cost not to exceed \$6,180 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Water Main Rehabilitation Project.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 15-03

Water Main Rehabilitation Program
State Revolving Fund Facilities Plan

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 15-03

Water Main Rehabilitation Program
State Revolving Fund Facilities Plan

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 As part of the Clean Water State Revolving Fund (SRF) Planning requirements, the CONSULTANT shall provide professional services to prepare a State Revolving Fund Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.). The Facilities Plan will be associated with rehabilitating the VILLAGE's water distribution system as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission.

3.2 **Commencement.** The CONSULTANT's services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed forty five (45) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$6,180.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE's request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the “Continuing Service Agreement” between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

VILLAGE Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

The CONSULTANT has been authorized to develop Bid Documents to evaluate water leaks and rehabilitate associated sections of water mains throughout the VILLAGE’s water distribution system. As part of obtaining funding for the project through the Clean Water State Revolving Fund (SRF) Program, the VILLAGE is required to submit a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.). The Facilities Plan document should describe the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen, describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule. This scope of work includes professional services for the CONSULTANT to prepare a Facilities Plan associated with rehabilitating the VILLAGE’s water distribution system. The information included in the Facilities Plan will be preliminary because the project design has not been completed.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Draft Facilities Plan

1.1 This task will include developing a draft Facilities Plan to address the following project elements in reference to the VILLAGE’s water distribution system:

- Project description.
- Project justification.
- Project location map that will show the location of the proposed project.
- Cost comparison of two alternatives. One alternative will be evaluation of no action.
- Discuss environmental benefits associated with the proposed project.
- Perform one (1) site investigation to review the environmental impacts of the proposed project. Elements that will be observed include potential effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas for the project area. This task does not include developing a separate environmental study or report.
- Discuss if the project will have any significant adverse human health or environmental effects on minority or low-income communities.
- Discuss the selected alternative with description of the existing and recommended facilities.
- Provide preliminary cost estimate of selected alternative.
- Provide preliminary project schedule for implementing the facilities.

Task 2 – Public Participation Process

As part of the SRF program requirements, the Facilities Plan should include a section addressing a public participation process. The process should include the following:

- Hold a public meeting to explain the project, including cost and impact on user charges; and enable public participation in evaluating project alternatives.
 - Meet local requirements for advertising the public meeting.
 - Provide minutes of public meeting and include a copy of the advertisement.
- 2.1 This scope of services does not include preparation for or participation in a new public meeting, but instead includes referencing VILLAGE Commission agendas and minutes for meetings held to date that include discussions or VILLAGE Commission actions associated with the VILLAGE’s water distribution system.
- 2.2 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the draft

Facilities Plan developed in Task 1 and obtain available VILLAGE information that can be utilized in developing the Public Participation Process section of the Facilities Plan.

- 2.3 If a new public meeting is required, developing a public presentation and attending one (1) public meeting can be provided as an additional service. Public meeting coordination, arrangements, and complying with public meeting advertisement requirements will be the responsibility of the VILLAGE.

Task 3 – Facilities Plan

- 3.1 This task will include incorporating VILLAGE review comments and the Public Participation Process section as well as developing a final Facilities Plan.
- 3.2 The CONSULTANT will attend one Commission meeting associated with adopting the Facilities Plan.
- 3.3 The CONSULTANT shall response to one (1) round of review comments from the Department of Environmental Protection as it relates to addressing the planning document requirement.
- 3.4 This scope of services does not include developing VILLAGE resolutions associated with adopting the Facilities Plan or implement the planning recommendations.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Project permitting.
 - Environmental surveys, studies, or reports.
 - Attendance or facilitation of public involvement meetings.
 - Completion of the capital financing plan worksheet.
 - Financial feasibility, revenue, user charge, or capital financing plan assessment.
- 4.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Three (3) draft copies of the Facilities Plan for review by the VILLAGE.
- B. Three (3) final copies of the Facilities Plan for use by the VILLAGE.
- C. Complete Facilities Plan electronically for use by the VILLAGE.
- D. Submit one hard copy (signed and sealed) of the Facilities Plan along with a CD (containing a compiled version in PDF format) to the Bureau of Water Facilities Funding for the Bureau to upload to the DEP's website (www.dep.state.fl.us/water/wff).

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined above for a lump sum fee of \$6,180.00.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-05

Water Main Rehabilitation Program

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-05

Water Main Rehabilitation Program

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to prepare Bid Documents associated with evaluating water leaks and rehabilitating associated sections of water main throughout the VILLAGE's water distribution system as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission.

3.2 **Commencement.** The CONSULTANT's services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. the CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed thirty (30) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$35,020.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE's request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

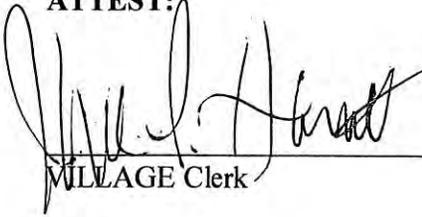
SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:



VILLAGE Clerk

NORTH BAY VILLAGE

By: 

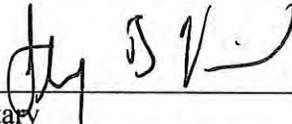
Date: 10/25/14

APPROVED AS TO FORM:



VILLAGE Attorney

ATTEST:

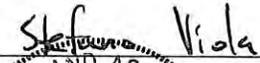


Secretary

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Gary R. Ratay, P.E.

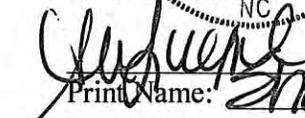


Print Name: Stefania Viola

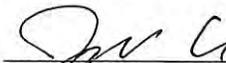
Date: 11/11/14



WITNESSES:



Print Name: Shanda G. Layne



Print Name: Josh Cochran

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal to develop Bid Documents to evaluate water leaks and rehabilitate associated sections of water mains throughout the VILLAGE's water distribution system. The project objective is to determine water leak locations throughout the water distribution system by means of an electronic leak detection device. The bid documents will include the leak detection process requirements, but the actual leak detection work will be performed by the contractor as part of the rehabilitation process. With the water leaks detected, associated sections of water main will be replaced. The intent is to coordinate the water main rehabilitation program with the water meter replacement program so that all underground work will be performed concurrently. The water main rehabilitation program will include estimated quantities of the various water main sizes as well as estimated quantities for valve and fire hydrant replacement. All work will be limited to the public Right-of-Way. No work will be performed on private property. Development of the construction plans will be based on a utility survey previously prepared by the CONSULTANT. Because this rehabilitation program is based on leak detection only, this scope of work does not include any hydraulic analysis of the water distribution system or project permitting.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Site Visit/Component Review

- 1.1 This task will include one site visit to obtain general site information associated with developing the water leak detection process requirements and for coordination with the water meter replacement program. The VILLAGE will provide the CONSULTANT with utility survey file.
- 1.2 The CONSULTANT will research the leak detection process proposed by the VILLAGE as it relates to incorporation into the bid documents and GPS mapping.
- 1.3 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the preliminary leak detection research and the water main system rehabilitation program approach prior to moving forward with bid documents.

DATA TO BE PROVIDED BY OWNER

- A. Water system component preferences.
- B. Water meter summary table.
- C. Utility survey file.

Task 2 – Bid Document Development

- 2.1 The CONSULTANT will provide bid documents associated with implementing the leak detection process and resulting water main rehabilitation program on 11 x 17 plan sheets. The plans will be based on the existing utility survey file, schematic, and in plan view only to indicate the rehabilitation of water mains, valves, and fire hydrants needing replacement throughout the VILLAGE’s water distribution system. The plan sheets will also include details for water system improvements. The water system details will be based Miami-Dade Water and Sewer Department (WASD) standards. The plans will also address removal of existing water system equipment.
- 2.2 The CONSULTANT will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. The water system specifications will be based Miami-Dade Water and Sewer Department (WASD) standards. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units. Because the water main rehabilitation quantities will be based on leak detection that has not yet been completed, the intent is to develop estimated quantities in conjunction with

the VILLAGE based on a percentage of system replacement. The bid form will also include line items and quantities as coordinated with the VILLAGE for uninstalled equipment to establish an inventory of water system components for the VILLAGE.

- 2.3 The CONSULTANT will provide an opinion of probable construction cost for the water main rehabilitation program.
- 2.4 The CONSULTANT will attend one (1) meeting with the VILLAGE during the bid document development process to discuss and review the project.

Task 3 – Bidding Services

- 3.1 The CONSULTANT will assemble and transmit addendum and project clarifications during the advertisement of the project. The CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 3.2 Once the VILLAGE receives bids, the CONSULTANT will evaluate the bids and prepare a recommendation for award of bid.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Hydraulic analysis of the VILLAGE’s water distribution system for operational improvements.
 - Leak detection analysis prior to development of bid documents.
 - Evaluation of leak detection results post bid.
 - Environmental or Building Department project permitting.
 - Construction phase services.
- 4.2 Additional field survey work is not anticipated or included in the scope of this project.
- 4.3 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. One plan set (11” x 17”) with cover sheet, plan sheets, and detail sheets.
- B. One set of contract documents with technical specifications and bid form.
- C. Complete Bid Document electronically for use by the Village in bidding the project.
- D. Opinion of Probable Cost.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit "3"

Payment Schedule

The Consultant will perform the services outlined in Tasks 1 through 3 for the lump sum fee of \$35,020.00.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Component review	\$14,940.00
Task 2 – Bid Document Development	\$17,610.00
Task 3 – Bidding Services	<u>\$2,470.00</u>
LUMP SUM	\$35,020.00

RESOLUTION NO. 2014-96

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S WATER MAIN REHABILITATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village seeks to undergo a capital improvement project to rehabilitate the water system to correct leakage in the water main; and

WHEREAS, the Village desires the services of an engineer to provide professional services to develop Bid Documents associated with evaluating water leaks and rehabilitating associated sections of water main throughout the Village's water distribution system; and

WHEREAS, North Bay Village (the "Village ") retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn has prepared a Project Agreement, attached as Exhibit "1", for the Water Main Rehabilitation Project; and

WHEREAS, the Village Commission finds that approval of the Project Agreement between the Village and Kimley-Horn & Associates, Inc. is in the best interest of the Village.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 14-05 between North Bay Village and Kimley-Horn & Associates, Inc. (the “Project Agreement”) for providing professional services to develop Bid Documents to evaluate water leaks and rehabilitate associated sections of water mains throughout the Village’s water distribution system at a lump sum cost not to exceed \$35,020 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

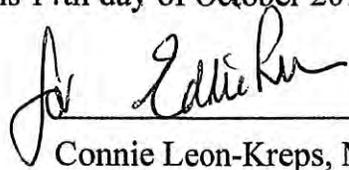
PASSED AND ADOPTED this 14th day of October 2014.

The foregoing Resolution was offered by Commissioner Richard Chervony, who moved for its adoption. This motion was seconded by Commissioner Jorge Gonzalez, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

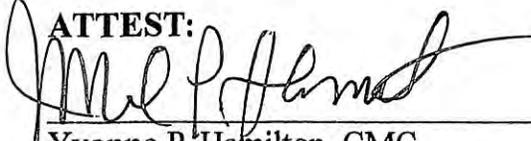
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

PASSED AND ADOPTED this 14th day of October 2014.



Connie Leon-Kreps, Mayor

ATTEST:



Yvonne P. Hamilton, CMC
Village Clerk

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



Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Water Main Rehabilitation Project.



North Bay Village

10G

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: December 22, 2014

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

RECOMMENDED BY STAFF: Village Manager Frank K. Rollason 

PRESENTED BY STAFF: Rodney Carrero-Santana, Public Works
Director

SUBJECT: Approval for Kimley-Horn and Associates, Inc. to increase scope of work for the water meter replacement Village project to include the Facilities Plan.

RECOMMENDATION:

It is recommended that the Village Commission expand the scope of services under Resolution No. 2014-95 with Kimley-Horn and Associates, Inc. to provide engineering services to prepare a Facilities Plan associated with the Village water meter replacement project as part of the state funding requirements.

BACKGROUND:

The original water system piping is estimated to have been installed around 1945. Based on Village atlas and GIS information, expansion of the water system occurred through 1967. The current water meters 623 units, are over 15 years old and are not providing accurate readings. In addition, the water table at North Bay Village is very high and the lines are constantly under groundwater with aggressive salinity content and conditions that promote corrosion which lead to leaks in the service lines.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

The funding requested is to replace the water meters, replace the meter boxes and install as needed service lines with associated valves and fittings.

Resolution No. 2014-95 originally called for the Consultant to develop Bid Documents to replace water meters and water services throughout the Village’s water distribution system. The funding for this project is provided through state loans. The Village is required to submit a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.), which was not part of the scope for the rehabilitation project. The expanded scope of work is to include this additional service.

The Facilities Plan document should describe the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule. This scope of work includes professional services for the Kimley-Horn and Associates, Inc. to prepare a Facilities Plan associated with replacing the water meters and water services throughout the Village’s water distribution system. The information included in the Facilities Plan will be preliminary because the project design has not been completed.

BUDGETARY IMPACT:

The funds for these agreements will be tied to the loans and grants approvals by the state, and will only be executed when that happens.

The project cost for the additional scope of engineering services is not to exceed \$5,880.00.

PERSONNEL IMPACT:

None. Kimley-Horn (Village Consulting Engineer) will be providing the engineering services for the project.

CONTACT:

Frank Rollason, Village Manager
Rodney Carreo-Santana, P.E., LEED AP, Director of Public Works



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-04) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-04 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE METER REPLACEMENT PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 15-04) EXPANDING THE SCOPE OF WORK UNDER WORK AUTHORIZATION NUMBER 14-04 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR THE PREPARATION OF A FACILITIES PLAN ASSOCIATED WITH THE VILLAGE METER REPLACEMENT PROJECT AS PART OF THE STATE FUNDING REQUIREMENTS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village Commission adopted Resolution No. 2014-95 on October 14, 2014 approving Project Agreement 14-04 with Kimley-Horn & Associates, Inc. to provide professional services to prepare Bid Documents associated with rehabilitating the stormwater outfall structures and piping; and

WHEREAS, the funding for this project is contingent upon approval of applications submitted for State loans; and

WHEREAS, the State requires the Village to submit a Facilities Plan describing the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen; describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule; and

WHEREAS, this scope of work includes professional services for Kimley-Horn and Associates, Inc. to prepare the Facilities Plan associated with the Village Water Meter Replacement Project for an amount not to exceed \$5,880 pursuant to Work Authorization No. 15-04 attached hereto as Exhibit 1.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 15-04 between North Bay Village and Kimley-Horn & Associates, Inc. (the “Project Agreement”) for providing professional services for preparation of a State Revolving Fund Facilities Plan associated with the Village Water Meter Replacement Project described in Work Authorization No. 15-04 at a lump sum cost not to exceed \$5,880 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Water Meter Replacement Project.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 15-04

Water Meter Replacement Program
State Revolving Fund Facilities Plan

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 15-04

Water Meter Replacement Program
State Revolving Fund Facilities Plan

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 As part of the Clean Water State Revolving Fund (SRF) Planning requirements, the CONSULTANT shall provide professional services to prepare a State Revolving Fund Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.). The Facilities Plan will be associated with replacing water meters and water services throughout the VILLAGE's water distribution system as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission.

3.2 **Commencement.** The CONSULTANT's services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed forty five (45) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$5,580.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE's request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the “Continuing Service Agreement” between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

VILLAGE Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

VILLAGE Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

The CONSULTANT has been authorized to develop Bid Documents to replace water meters and water services throughout the VILLAGE’s water distribution system. As part of obtaining funding for the project through the Clean Water State Revolving Fund (SRF) Program, the VILLAGE is required to submit a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (F.A.C.). The Facilities Plan document should describe the existing conditions, the proposed work and why it is needed, discuss the alternatives considered and why the selected alternative was chosen, describe the environmental effects/benefits, provide a cost estimate of the selected plan and provide the proposed implementation schedule. This scope of work includes professional services for the CONSULTANT to prepare a Facilities Plan associated with rehabilitating the VILLAGE’s water services throughout the water distribution system. The information included in the Facilities Plan will be preliminary because the project design has not been completed.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Draft Facilities Plan

1.1 This task will include developing a draft Facilities Plan to address the following project elements in reference to the VILLAGE’s water meters and services:

- Project description.
- Project justification.
- Project location map that will show the location of the proposed project.
- Cost comparison of two alternatives. One alternative will be evaluation of no action.
- Discuss environmental benefits associated with the proposed project.
- Perform one (1) site investigation to review the environmental impacts of the proposed project. Elements that will be observed include potential effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas for the project area. This task does not include developing a separate environmental study or report.
- Discuss if the project will have any significant adverse human health or environmental effects on minority or low-income communities.
- Discuss the selected alternative with description of the existing and recommended facilities.
- Provide preliminary cost estimate of selected alternative.
- Provide preliminary project schedule for implementing the facilities.

Task 2 – Public Participation Process

As part of the SRF program requirements, the Facilities Plan should include a section addressing a public participation process. The process should include the following:

- Hold a public meeting to explain the project, including cost and impact on user charges; and enable public participation in evaluating project alternatives.
 - Meet local requirements for advertising the public meeting.
 - Provide minutes of public meeting and include a copy of the advertisement.
- 2.1 This scope of services does not include preparation for or participation in a new public meeting, but instead includes referencing VILLAGE Commission agendas and minutes for meetings held to date that include discussions or VILLAGE Commission actions associated with the replacement of the VILLAGE’s water meters and services.
- 2.2 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the draft

Facilities Plan developed in Task 1 and obtain available VILLAGE information that can be utilized in developing the Public Participation Process section of the Facilities Plan.

- 2.3 If a new public meeting is required, developing a public presentation and attending one (1) public meeting can be provided as an additional service. Public meeting coordination, arrangements, and complying with public meeting advertisement requirements will be the responsibility of the VILLAGE.

Task 3 – Facilities Plan

- 3.1 This task will include incorporating VILLAGE review comments and the Public Participation Process section as well as developing a final Facilities Plan.
- 3.2 The CONSULTANT will attend one Commission meeting associated with adopting the Facilities Plan.
- 3.3 The CONSULTANT shall response to one (1) round of review comments from the Department of Environmental Protection as it relates to addressing the planning document requirement.
- 3.4 This scope of services does not include developing VILLAGE resolutions associated with adopting the Facilities Plan or implement the planning recommendations.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Project permitting.
 - Environmental surveys, studies, or reports.
 - Attendance or facilitation of public involvement meetings.
 - Completion of the capital financing plan worksheet.
 - Financial feasibility, revenue, user charge, or capital financing plan assessment.
- 4.2 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. Three (3) draft copies of the Facilities Plan for review by the VILLAGE.
- B. Three (3) final copies of the Facilities Plan for use by the VILLAGE.
- C. Complete Facilities Plan electronically for use by the VILLAGE.
- D. Submit one hard copy (signed and sealed) of the Facilities Plan along with a CD (containing a compiled version in PDF format) to the Bureau of Water Facilities Funding for the Bureau to upload to the DEP's website (www.dep.state.fl.us/water/wff).

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined above for a lump sum fee of \$5,880.00.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-04

Water Meter Replacement Program

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 14-04

Water Meter Replacement Program

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (KHA), (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to prepare Bid Documents associated with replacing water meters and water services throughout the VILLAGE's water distribution system as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following deliverables:

See "Scope of Services" as listed in Exhibit "2."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission.

3.2 **Commencement.** The CONSULTANT's services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed thirty (30) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$46,050.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE's request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>John Potts</u>	<u>Senior Engineer</u>
<u>Stefano Viola</u>	<u>Engineer</u>
<u>Jaime Albino</u>	<u>Engineer</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Marie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

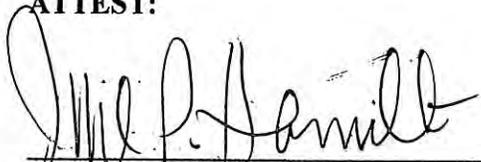
SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:



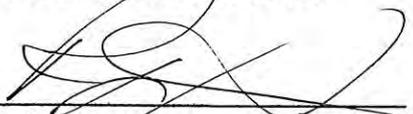
VILLAGE Clerk

NORTH BAY VILLAGE

By: 

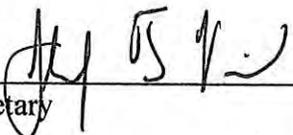
Date: 10/25/14

APPROVED AS TO FORM:



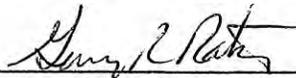
VILLAGE Attorney

ATTEST:



Secretary

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

Gary R. Ratay, P.E.

Date: 11/11/14

Stefano Viola

Print Name



WITNESSES:



Print Name: Grandia S. Layne



Print Name: Josh Cochran

Exhibit "1"

Project Description

The CONSULTANT is pleased to submit this proposal to develop Bid Documents to replace water meters throughout the VILLAGE's water distribution system. The VILLAGE intends to utilize Automatic Meter Reading (AMR) devices. The project objective is to replace all water meters and associated service lines from the new meters to the connection points with the water mains. The intent is to coordinate the water meter replacement program work with the water main rehabilitation program so that all underground work will be performed concurrently. The VILLAGE prepared a summary table of the water meters required including manufacturer, model, quantities, sizes, types, fittings, costs, and locations for use by the CONSULTANT in developing the bid documents. All work will be limited to the public Right-of-Way. No work will be performed on private property. Development of the construction plans will be based on a utility survey previously prepared by the CONSULTANT. Based on this being a rehabilitation project, this scope of work does not include any hydraulic analysis of the water distribution system, meter sizing, or project permitting.

Exhibit “2”

Scope of Services

The scope of services will be completed by the CONSULTANT and the following tasks will be performed in close coordination with VILLAGE staff.

Task 1 – Site Visit/Component Review

- 1.1 This task will include one site visit to obtain general site/property information as compared to the water meter information provided by the VILLAGE and for coordination with the water main rehabilitation program. The VILLAGE will provide the CONSULTANT with the water meter summary table discussed above and utility survey file.
- 1.2 The CONSULTANT will evaluate the utility survey as compared to the meter summary table as a preliminary phase of developing the construction plans.
- 1.3 The CONSULTANT will attend one (1) meeting with the VILLAGE to discuss the preliminary field and component review as well as the water meter replacement program approach prior to moving forward with bid documents.

DATA TO BE PROVIDED BY OWNER

- A. Water meter summary table.
- B. Utility survey file.

Task 2 – Bid Document Development

- 2.1 The CONSULTANT will provide bid documents associated with implementing the water meter replacement program on 11 x 17 plan sheets. The plans will be based on the existing utility survey file, schematic and in plan view only to indicate replacement of water meters, meter boxes, fittings, water service lines, property addresses, and accessories throughout the VILLAGE’s water distribution system. The plan sheets will also include details and typical water service connections for the water meter system improvements. The water service details will be based Miami-Dade Water and Sewer Department (WASD) standards. The plans will also address removal of existing water service equipment.
- 2.2 The CONSULTANT will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. The water service specifications will be based Miami-Dade Water and Sewer Department (WASD) standards. Included with the specifications will be contract documents (EJCDC format) and a bid form that will list the separate pay items, estimated quantities, and units. The bid form will also include line items and quantities as coordinated with the VILLAGE for

uninstalled equipment to establish an inventory of water service components for the VILLAGE.

- 2.3 The CONSULTANT will provide an opinion of probable construction cost for the water meter replacement program. Costs associated with furnishing and installing the water meters and accessories will be provided by the VILLAGE. The CONSULTANT will incorporate cost associated with installing the service lines.
- 2.4 The CONSULTANT will attend one (1) meeting with the VILLAGE during the bid document development process to discuss and review the project.

Task 3 – Bidding Services

- 3.1 The CONSULTANT will assemble and transmit addendum and project clarifications during the advertisement of the project. The CONSULTANT will attend a pre-bid conference to discuss salient aspects of the project and to answer questions which potential bidders may raise in relationship to the project.
- 3.2 Once the VILLAGE receives bids, the CONSULTANT will evaluate the bids and prepare a recommendation for award of bid.

Task 4 - Additional Services

- 4.1 The following services are not included in the scope of services, but can be provided as additional services if authorized by you:
 - Hydraulic analysis of the VILLAGE’s water distribution system for operational improvements.
 - Power or electrical engineering.
 - Environmental or Building Department project permitting.
 - Construction phase services.
- 4.2 Additional field survey work is not anticipated or included in the scope of this project.
- 4.3 Compensation for additional services will be based upon hourly billing rates at the time of authorization.

DELIVERABLES

- A. One plan set (11” x 17”) with cover sheet, plan sheets, and detail sheets.
- B. One set of contract documents with technical specifications and bid form.
- C. Complete Bid Document electronically for use by the Village in bidding the project.
- D. Opinion of Probable Cost.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The Consultant will perform the services outlined in Tasks 1 through 3 for the lump sum fee of \$46,050.00.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Component review	\$12,400.00
Task 2 – Bid Document Development	\$31,180.00
Task 3 – Bidding Services	<u>\$2,470.00</u>
LUMP SUM	\$46,050.00

RESOLUTION NO. 2014-95

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR THE VILLAGE'S WATER METER REPLACEMENT PROJECT; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village seeks to undergo a capital improvement project which will include the replacement of water meters, replacement of meter boxes, and installation of service lines associated with associated valves and fittings as necessary; and

WHEREAS, the Village desires the services of an engineer to provide professional services to prepare Bid Documents associated with replacing water meters and water services throughout the Village's water distribution system; and

WHEREAS, North Bay Village (the "Village ") retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide professional engineering services to the Village pursuant to a Continuing Services Agreement dated April 11, 2006; and

WHEREAS, Kimley-Horn has prepared a Project Agreement, attached as Exhibit "1", to provide the professional engineering services for the Water Meter Replacement Project; and

WHEREAS, the Village Commission finds that approval of the Project Agreement between the Village and Kimley-Horn & Associates, Inc. is in the best interest of the Village.

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

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

Section 2. Approval of the Project Agreement. Project Agreement No. 14-04 between North Bay Village and Kimley-Horn & Associates, Inc. (the “Project Agreement”) for providing professional services to prepare the Bid Documents for associated with replacing water meters and water services throughout the Village’s water distribution system at a lump sum cost not to exceed \$46,050 is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

Section 4. Execution of the Project Agreement. The Village Manager is authorized to execute the Project Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

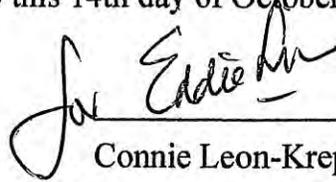
PASSED AND ADOPTED this 14th day of October 2014.

The foregoing Resolution was offered by Commissioner Richard Chervony, who moved for its adoption. This motion was seconded by Commissioner Jorge Gonzalez, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

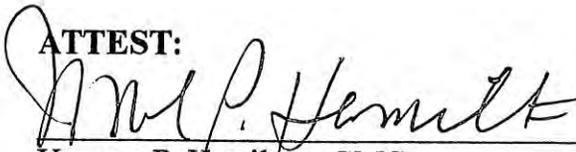
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

PASSED AND ADOPTED this 14th day of October 2014.



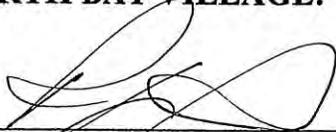
Connie Leon-Kreps, Mayor

ATTEST:



Yvonne P. Hamilton, CMC
Village Clerk

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



Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village/Resolution/Kimley Horn & Associates, Inc.-Water Meter Replacement Project.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RECOMMENDATION MEMORANDUM

DATE: December 5, 2014

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

RECOMMENDED BY STAFF:

Frank K. Rollason, Village Manager

PRESENTED BY STAFF:

Rodney Carrero-Santana, PE, LEED, AP, Director of Public Works

SUBJECT: RFP # 2014-003, Disaster and Debris Management Services
Evaluation Committee Meeting

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving the recommendation of the Village Manager awarding RFP No. 2014-003 for Disaster and Debris Management Services to CERES Environmental, Inc. as the number one ranked proposer and authorizing the Village Manager to negotiate and enter into a contract with the company for performing the scope of services.

BACKGROUND:

The Village is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor, as required per FEMA regulations to be awarded prior to a state or national declared disaster, to protect the health, safety, and welfare of our community should a disaster strike. The RFP was listed in the local and national bid listing web sites such as Demand Star. In addition, six proposers were invited to participate. Only one proposal was submitted by CERES Environmental, Inc.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

An Evaluation Committee consisting of Evelyn Herbello, North Bay Village Executive Assistant, Jenice Rosado, Deputy Village Manager and Rodney Carrero-Santana, P.E. LEED AP, North Bay Village Public Works Director convened on November 26, 2014 to review and evaluate the proposals based on the criteria published in the RFP.

The Evaluation Committee ranked CERES Environmental, Inc. as a qualified proposer based on their submittal.

The Village Manager hereby recommends, based upon the findings of the Evaluation Committee, that CERES Environmental, Inc. be selected and awarded this contract.

BUDGETARY IMPACT:

The total cost for the project is dependent on the magnitude of the natural disaster. Unit prices have been submitted with the proposal to allow the Village to pick and choose the services needed and those to be rendered by the contractor.

PERSONNEL IMPACT:

None

CONTACT:

Frank K. Rollason, Village Manager
Rodney Carrero-Santana, PE, LEED, AP, Director of Public Works



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. NBV 2014-003 FOR DISASTER AND DEBRIS MANAGEMENT SERVICES TO CERES ENVIRONMENTAL, INC; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO ENTER INTO A CONTRACT FOR THE SCOPE OF SERVICES; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER AND AWARDED RFP NO. NBV 2014-003 FOR DISASTER AND DEBRIS MANAGEMENT SERVICES TO CERES ENVIRONMENTAL, INC.; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO ENTER INTO A CONTRACT FOR THE SCOPE OF SERVICES; DIRECTING VILLAGE OFFICIALS TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village, in accordance with applicable State and local laws, has solicited Request for Proposals (RFP's) from qualified companies to provide disaster and debris management services; and

WHEREAS, one response was received from CERES Environmental, Inc.; and

WHEREAS, an Evaluation Committee evaluated the proposal and found the company to be a qualified proposer based on their submittal; and

WHEREAS, the Village Manager hereby request that the Village Commission accepts his recommendation and award RFP No. 2014-003 for disaster and debris management services to CERES Environmental, Inc., in accordance with the proposal submitted on September 30, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Award of Request for Proposal. Request for Proposal No. 2014-003 for disaster and debris management is hereby awarded to CERES Environmental, Inc. in accordance with the proposal submitted on September 30, 2014.

Section 3. Authorization of Village Officials. The Village Manager is authorized to enter into an agreement with CERES Environmental, Inc. for the scope of services outlined in RFP No. 2014-003 attached hereto as Exhibit 1, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Fund Expenditure. The Village Manager is authorized to expend the necessary funds to implement the terms of the agreement with CERES Environmental, Inc.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution-RFP No. 2014-003-Disaster and Debris Management Services, Inc.



North Bay Village

*Verified Mack
R 12/3/14*

*Verified Math
RCS 12/3/14*

ATTACHMENT B

PROPOSAL FORM

RFP #: 2014-003

DATE: September 11, 2014

TO: NORTH BAY VILLAGE

1666 KENNEDY CAUSEWAY, SUITE 300

NORTH BAY VILLAGE, FL 33141

IN ACCORDANCE WITH THE "Request for Proposals" dated September 15, 2014 titled "Disaster and Debris Management Services" attached hereto as a part hereof the undersigned proposes the following:

Section A -- General Services -- Typical Equipment to be used for Items A1 through A25.

Item #	Item/Description	Unit of Measure	Price per Unit of Measure	Example Amount	Total Cost
A1)	Vegetative Debris Removal Vegetative debris removal from public rights-of-way and hauling to TDSR site or other designated location	Cubic Yard	\$ 10.60	100	\$1,060.00
A2)	Mixed Debris Removal Mixed debris removal from designated work zone and hauling to TDSR site or other designated location	Cubic Yard	\$ 10.74	100	\$1,074.08
A3)	Debris Removal from Drop-Off Sites Debris removal from drop-off sites and hauling to TDSR site or other designated location	Cubic Yard	\$ 10.40	100	\$1,040.48
A4)	Vegetative Debris Grinding Reduction of vegetative debris via grinding at TDSR site or other designated location.	Cubic Yard	\$ 4.99	100	\$499.00
A5)	Mixed Debris Processing Separation of Mixed Debris into Construction and Demolition Debris, White Goods, Household Hazardous Waste, Vegetative Debris, E-Waste, etc. at TDSR Site or other designated location	Cubic Yard	\$ 4.39	100	\$439.04
A6)	Haul-out of Reduced Vegetative Debris Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site.	Cubic Yard	\$ 3.99	100	\$399.00



ATTACHMENT B

A7)	Haul-out of Separated C&D Debris Hauling construction and demolition debris from TDSR site or other designated location to final disposal site.	Cubic Yard	\$ 3.99	100	\$399.00
A8)	Haul-out of White Goods Removal of Freon from white goods; hauling of White Goods from TDSR Site to recycler (hauling of White Goods to TDSR or other designated location is included in the Mixed Debris removal price)	Each	\$ 25.00	100	\$2,500.00
A9)	Haul-out of E-Waste Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the Village in writing (hauling of E-Waste to TDSR or other designated location is included in the Mixed Debris removal price)	Cubic Yard	\$ 5.00	100	\$500.00
A10)	Hazardous Stump Removal 25-36 Inches Diameter Removal of Hazardous Stumps in Rights-of-way and hauling or TDSR Site or other designated location and backfilling	Each	\$ 75.00	100	\$7,500.00
A11)	Hazardous Stump Removal 37-48 Inches Diameter Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling	Each	\$ 110.00	100	\$11,000.00
A12)	Hazardous Stump Removal More than 48 Inches Diameter Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling	Each	\$ 125.00	50	\$6,250.00



ATTACHMENT B

A13)	Hazardous Stump Backfill Delivered and Placed Backfill Delivered and Placed	Cubic Yard	\$ 12.00	200	\$2,400.00
A14)	Removal of Partially Uprooted or Split Trees (Leaners) 24.99 Inches Diameter Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	\$ 95.00	50	\$4,750.00
A15)	Removal of Partially Uprooted or Split Trees (Leaners) 25-36.99 Inches Diameter Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	\$ 115.00	50	\$5,750.00
A16)	Removal of Partially Uprooted or Split Trees (Leaners) >36.99 Inches Diameter Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	\$ 130.00	10	\$1,300.00
A17)	Removal of Partially Uprooted or Split Trees-Backfill Delivered and Placed Backfill delivered and placed	Cubic Yard	\$ 12.25	100	\$1,225.00
A18)	Removal of Split Leaner No Exposed Root Ball, Tree Diameter 24.99 Inches or Less Price Includes flush cutting the tree trunk	Each	\$ 95.00	50	\$4,750.00



ATTACHMENT B

A19)	Removal of Split Leaner No Exposed Root Ball, Tree Diameter 25-36.99 Inches Price includes flush cutting the tree trunk	Each	\$ 115.00	50	\$5,750.00
A20)	Removal of Split Leaner No Exposed Root Ball, Tree Diameter >36.99 Inches Price includes flush cutting the tree trunk	Each	\$ 130.00	25	\$3,250.00
A21)	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 1-5 Limbs Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal	Each	\$ 52.00	100	\$5,200.00
A22)	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 5-10 Limbs Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal.	Each	\$ 56.00	50	\$2,800.00
A23)	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, All Limbs Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal	Each	\$ 54.00	100	\$5,400.00
A24)	Management and Haul-Out of Household Hazardous Waste Proper management, storage and disposal of household hazardous waste	Pound	\$ 4.95	1000	\$4,950.00
A25)	Dead Animal Removal Dead animal collection, transport and disposal	Pound	\$ 0.50	1000	\$500.00
A26)	Mobilize and Demobilize	Lump Sum	\$ 0.00	1	\$0.00



ATTACHMENT B

A26)	Bagged Ice Delivered on pallets in trailer truck load quantities	Pound	\$ 0.29	1000	\$289.74
A27)	Bottled Water Sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities	Case	\$ 9.31	200	\$1,862.93
A28)	Annual Cost of Payment and Performance Bond Refer to the "ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS" section of the RFP	Lump Sum	\$ 0.00		\$0.00

**Emergency Road Clearance
(Initial Clearance not to exceed 70 Hours)**

A29)	Debris removal from private and publicly owned property, other than right-of-way, to be hauled and dumped at the FEMA approved TDMS	Cubic Yards	\$ 10.60	100	\$1,060.00
A30)	Material, fill and dirt for stump holes, purchased, placed, and compacted.	Cubic Yards	\$ 12.00	200	\$2,400.00
A31)	Leaning trees/hanging limbs	Each	\$ 56.00	200	\$11,200.00
A32)	Demolition of Structures	Cubic Yards	\$ 25.00	300	\$7,500.00

Section B -- Labor -- Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. Proposer shall invoice the VILLAGE using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency. Please use additional sheets if necessary.

Item #	Personnel/Description	Unit of Measure	Price Per Unit of Measure
B1)	Project Manager/HAZMAT Professional	Hour	\$ 92.40
B2)	Operations Manager	Hour	\$ 85.80
B3)	Superintendent with Truck, Phone, and Radio	Hour	\$ 78.10
B4)	Foreman	Hour	\$ 64.90
B5)	Climber with Gear	Hour	\$ 56.10
B6)	Chain and Handsaw Operator	Hour	\$ 42.90



B7)	Laborer and Flagman	Hour	\$ 39.60
B8)	Certified Arborist	Hour	\$ 64.90
B9)	Others Equipment Operator	Hour	\$ 62.70
B10)	Others Truck Driver	Hour	\$ 60.50
B11)	Others	Hour	\$
B12)	Others	Hour	\$

Section C – Equipment with Operator:

	Description	Hourly	Amount
C1)	JD544 or equal, wheel loader w/debris grapple	\$ 165.60	165.60
C2)	JD644 or equal, wheel loader w/debris grapple	\$ 178.25	178.25
C3)	JD544 or equal, wheel loader w/bucket	\$ 162.15	162.15
C4)	JD644 or equal, wheel loader w/bucket	\$ 174.80	174.80
C5)	Extend-A-Boom Forklift with Debris grapple	\$ 90.85	90.85
C6)	753 Skid STEER with debris grapple	\$ 90.85	90.85
C7)	753 Skid STEER with bucket	\$ 86.25	86.25
C8)	753 Skid STEER with broom	\$ 96.60	96.60
C9)	Excavator Type HOE w/rubber wheels with grapple	\$ 223.10	223.10
C10)	Hand fed debris chipper	\$ 118.11	118.11
C11)	Diamond Z or equal 800/1000 tub grinder	\$ 548.55	548.55
C12)	40 feet/60 feet Bucket truck	\$ 293.25	293.25
C13)	Service Truck	\$ 116.15	116.15
C14)	Water truck (2,000 gallons)	\$ 111.55	111.55
C15)	Portable Light Tower 4 units	\$ 29.90	29.90
C16)	Knuckle boom with grapple -- self loading dump type truck	\$ 234.60	234.60
C17)	Single axle dump type truck 5 to 12 cubic yards	\$ 92.00	92.00
C18)	Tandem axel dump type truck 16-20 cubic yards	\$ 95.45	95.45
C19)	Trailer type truck tractor 24-40 cubic yards	\$ 101.24	101.24
C20)	Trailer type truck tractor 41-60 cubic yards	\$ 106.29	106.29
C21)	Trailer type truck tractor 61-80 cubic yards	\$ 112.70	112.70



Proposal Checklist

Is there at least five paper copies of the proposal submitted to the Village?

Yes X Initial DAP

Is there two electronic copies of the proposal submitted to the Village, along with all the completed attachments (A, B, C, D, E, F, G H, I)?

Yes X Initial DAP

Please confirm receipt of addenda:

I received Addendum # 1 Dated September 23, 2014 Initial DAP

I received Addendum # _____ Dated _____ Initial _____

I received Addendum # _____ Dated _____ Initial _____

Did you receive any additional addenda? If so, please specify: _____

PLEASE PRINT

NAME: David A. Preus

COMPANY: Ceres Environmental Services, Inc.

STREET ADDRESS: 6960 Professional Parkway E

CITY & STATE: Sarasota, FL

ZIP CODE: 34240 TELEPHONE: (800) 218-4424

EMAIL: gail.hanscom@ceresenv.com

SIGNATURE: David A. Preus

TITLE: Vice President



North Bay Village

93 Points

Euclyn Herbella

12/5/14

PROPOSAL REQUIREMENTS:

The following documents will need to be completed, and mailed in a sealed envelope to the Village Clerk as part of the bidder's submittal. The proposer interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page: List the following:

RFP Subject: RFP-2014-003 "Disaster and Debris Management Services"

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
4. Telephone Number
5. Email Address
6. Mailing Address

Tab 1 - Table of Contents: Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest: Limit to two (2) pages.

- ✓ 1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size
 - b. Range of activities
 - c. Years of experience that the proposer has in providing similar services.
 - d. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
 - e. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 5 - Previous Experience**)
 - f. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
 - g. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the North Bay Village.

Tab 3 - Experience and Ability (20²⁵ points): The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

18
PTS



1. Describe the firm's background, history and overall experience.
2. Describe the firm's expertise and experience in performing proposed work.
3. Describe the firm's experience in filing and receiving Federal and State reimbursements.
4. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary. The Proposer must also provide to the Village the percentage of availability of these employees and/or subcontractors.
6. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
7. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
8. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
9. Explain the ability and experience of the field staff with specific attention to project related experience.
10. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
11. If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
12. List of current and future debris management contractual obligations with their current status and projected termination dates.
 - a. Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract.
 - b. Plan for managing multiple Florida-based debris management contracts
 - c. Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Bidder is the primary contractor; and (2) the contract is with a government entity with a population of at least 150,000 residents.

missing % of avail. for eme.

Tab 4 – Operational Plan (25 points): The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

25 PM

1. The Operational Plan shall clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command; subcontractor's plan.
3. Define methods used to complete assigned tasks.



4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate.

Tab 5 - Previous Experience (20 points): Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein.

20 pts

1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years. References should reflect this.
2. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding fifty million dollars (\$50,000,000) per event.
3. Details of References should include the following:
 - a. Name and location of the project
 - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
 - c. Nature of the firm’s responsibility on the project
 - d. Project owner’s representative name, address, phone number, and e-mail address
 - e. Project duration and the date the project was completed or is anticipated to be completed.
 - f. Size of project including number of residents
 - g. Cost of project
 - h. Work for which staff was responsible
 - i. Contract Type
 - j. The results/deliverables of the project

Tab 6 - Financial Capability (5 points): The firm’s financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm’s financial stability:

5 pts

1. Briefly describe your firm’s financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
2. Proposer shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$25,000,000) with their proposal response. The Village will not waive this requirement.
3. Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars (\$10,000,000) and compliance with the information stated in the “**PAYMENT AND PERFORMANCE BONDS**” section of this solicitation. The Village will not waive this requirement.

Tab 7 – Project Cost (25 points):

25 pts

1. Attachment B: Proposal Form (To be provided in a separate sealed envelope)



- a. Attached is proposal form (Attachment B) where the vendor will complete the proposal checklist and enter their contact information. Proposal form shall be signed by the contact person authorized to represent the contractor. This form must be completed, and submitted with the sealed bid as part of the bidder's submittal. The vendor must provide their pricing along with their bid package.
- b. Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- c. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- d. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Tab 8 – Other Completed Documents & Forms:

- ✓1. Attachment C: Vendor Information Form and a W-9
- ✓2. Attachment D: Non-Collusive Affidavit
- ✓3. Attachment E: Proposer's Completed Qualification Statement
- ✓4. Attachment F: Homeland Security's E-Verify System Affirmation Statement
- ✓5. Proposal Security (Bid Bond Form or Cashier's Check)
 - a. Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to VILLAGE and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars (\$5,000).
 - b. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through Demandstar.
 - c. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive.
 - d. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFP # 2014-003 Disaster and Debris Management Services**" and sent to the North Bay Village, Village Clerk's Office, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141.
 - e. Please see the Proposal Security Section in the "ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS" section of this RFP.



Tab 9 – Business Structure & Professional Registration Certificates:

exp. Sept. we should have the updated one

1. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
2. List appropriate licenses as issued by Miami Dade County and the State of Florida.
3. A reproduction of the firm’s current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
5. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm’s current Florida Corporate Charter.

Tab 10 – Additional Information: Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The Village will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Experience and Ability	25 points
Operational Plan	25 points
Previous Experience	18 20 points
Financial Capability	5 points
Project Cost	25 points
Total Points	100 points

93 pts

- C. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation, to the Village Commission, for the award of contract(s). The Village intends to award contracts to a Primary and a Secondary DMC.



The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the Village taking into consideration the evaluation criteria.

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	September 15, 2014
Question Due Date	September 19, 2014
Anticipated Date of Issuance for the Addenda with Questions and Answers	September 24, 2014
Proposals will be accepted until	2:00 p.m. on September 30, 2014
Proposals will be opened at	2:30 p.m. on September 30, 2014
Evaluation of Proposals by Staff	October 3, 2014
Recommendation of Contractor to Village Commission award	October 14, 2014

SUBMISSION REQUIREMENTS

Only sealed bid/proposal **will be accepted at the North Bay Village, Office of the Village Clerk on or before 2:00 p.m. on September 30, 2014.**

The vendor must provide their pricing through the designated lines items listed on the *PROPOSAL REQUIREMENTS* section of this solicitation.

In addition to the sealed bid/proposal submittal, applicants shall submit **six (6) paper copies and two electronic copies** (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal, clearly marked **“RFP # 2014-003 Disaster and Debris Management Services”**, **on or before 2:00 p.m. on September 30, 2014** to the:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the Village Clerk, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.



All Proposals received from Proposers in response to the solicitation will become the property of Village and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of Village.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with Village and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of Village by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, Village reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

Village reserves the right to reject the Proposal of any Proposer if Village believes that it would not be in the best interest of the Village to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Village.

The Contract shall be awarded by Village's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to Village, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

1. **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.



The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

2. **ADDENDA or ADDENDUM:** A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Demandstar website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Demandstar will be the only official method whereby changes will be made.
3. **INTERPRETATIONS AND QUESTIONS:** If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The Village requires all questions relating to the solicitation be sent five (5) calendar days prior to the bid submittal deadline date through email to the Village Clerk at yvonne.hamilton@nbvillage.com. Responses to the questions will be provided via addendum by the Village Clerk. Questions received after **September 19, 2014** shall not be answered. Interpretations or clarifications in response to such questions will be issued via addendum. The issuance of a response via Addendum and shall be the only official method whereby such an interpretation or clarification will be made. It is the Proposer's responsibility to submit a request for clarification or questions.
4. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The Proposal Security filed with and as a part of the Proposal shall be forfeited in its entirety to Village as liquidated damages if the Proposer to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days following the award by the Village Commission.
5. **CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of Village or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.
6. **ENVIRONMENTAL REGULATIONS:** Village reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify Village immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.
7. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:** The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and Village, which



may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

8. INDEMNIFICATION:

A) GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the Village, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

B) PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the Village, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by Village.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive Village's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **CONTRACT TIME:** By virtue of the submission of his Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.
10. **LIQUIDATED DAMAGES FOR BREACH OF CONTRACT:** The Successful Proposer agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Proposer shall be liable to the Village in the amount of Five Hundred (\$500.00) dollars for each and every calendar day the completion of the work is delayed beyond the time provided in the contract, as fixed and agreed upon liquidated damages and not as a penalty. Village shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Proposer, the amount as such liquidated damages.
11. **CONTRACT RELATED TO SERVICES:** A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the Contract.



12. **PROPOSAL SECURITY:** In accordance with 44 CFR 13.36, the Village shall request a bid guarantee from each bidder. However, since this solicitation will be used on an as needed basis during emergency situations that may result in a large range of costs, the Village cannot estimate a bid price. Therefore, in lieu of requesting a bid guarantee equivalent to five percent of the bid price, the Village shall request a bid guarantee in the amount of five-thousand dollars (\$5,000).

Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to Village and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars (\$5,000).

Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFP # 2014-003 Disaster and Debris Management Services**" and sent to the:

North Bay Village,
Village Clerk's Office
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, the Village may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. The Proposal Security of the three (3) lowest Proposers will be returned within seven (15) calendar days after the Village and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal. Proposal Security of all other Proposer will be returned within seven (15) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

13. **PAYMENT AND PERFORMANCE BONDS:** The Contractor shall furnish to the Village, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Task Order or work authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

The Contractor shall execute and furnish to the Village a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an



acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide Village with evidence satisfactory to Village, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the Village. The performance bond shall be conditioned that the Contractor perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the Village to the extent of any and all payments in connection with the carrying out of said Contract which the Village may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Miami Dade County, with the Contractor to pay all recording costs.



ATTACHMENTS

- Attachment A: Cone of Silence
- Attachment B: Proposal Form
- Attachment C: Vendor Information Form and a W-9
- Attachment D: Non-Collusive Affidavit
- Attachment E: Proposer's Completed Qualification Statement
- Attachment F: Homeland Security's E-Verify System Affirmation Statement
- Attachment G: Sample Insurance Certificate
- Attachment H: Qualification Forms
 - Form 1 – Proposal Pricing Sheet
 - Form 2 – Proposer's Statement of Organization
 - Form 3 – Personnel
 - Form 4 – References
 - Form 5 – Drug Free Workplace
 - Form 6 – Acknowledgement of Addenda
 - Form 7 – Independence Affidavit
 - Form 8 – Certification to Accuracy of Proposal

CONTACT INFORMATION

All questions related to this solicitation should be forwarded to Yvonne Hamilton, Village Clerk, yvonne.hamilton@nbvillage.com.



Evaluation CERES proposal

Kourey ~~car...~~ 12/5/14

NO

93 points Award to CERES

PROPOSAL REQUIREMENTS:

The following documents will need to be completed, and mailed in a sealed envelope to the Village Clerk as part of the bidder's submittal. The proposer interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page: List the following:

RFP Subject: RFP-2014-003 "Disaster and Debris Management Services"

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
4. Telephone Number
5. Email Address
6. Mailing Address

Tab 1 - Table of Contents: Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest: Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size ✓
 - b. Range of activities ✓
 - c. Years of experience that the proposer has in providing similar services.
 - d. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**) ✓
 - e. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 5 - Previous Experience**) ✓
 - f. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel. ✓
 - g. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the North Bay Village. ✓

18

Tab 3 - Experience and Ability (20 points): The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.



1. Describe the firm's background, history and overall experience. ✓
2. Describe the firm's expertise and experience in performing proposed work. ✓
3. Describe the firm's experience in filing and receiving Federal and State reimbursements. ✓
4. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor. ✓
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary. The Proposer must also provide to the Village the percentage of availability of these employees and/or subcontractors. ✓
6. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project. ✓
7. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work. ✓
8. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work. ✓
9. Explain the ability and experience of the field staff with specific attention to project related experience. ✓
10. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship. ✓
11. If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project. ✓
12. List of current and future debris management contractual obligations with their current status and projected termination dates. ✓
 - a. Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. ✓
 - b. Plan for managing multiple Florida-based debris management contracts
 - c. Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Bidder is the primary contractor; and (2) the contract is with a government entity with a population of at least 150,000 residents. ✓

Pro. Availability missing

25

Tab 4 – Operational Plan (25 points): The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. The Operational Plan shall clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc. ✓
2. Organizational structure of firm; chain of command; subcontractor's plan. ✓
3. Define methods used to complete assigned tasks. ✓



4. Please clearly describe all aspects of the project proposed. ✓
5. Include details of your approach and work plans. ✓
6. Identify any issues or concerns of significance that may be appropriate. ✓

20 **Tab 5 - Previous Experience (20 points):** Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years. References should reflect this. ✓
2. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding fifty million dollars (\$50,000,000) per event. ✓
3. Details of References should include the following:
 - a. Name and location of the project
 - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein). ✓
 - c. Nature of the firm's responsibility on the project ✓
 - d. Project owner's representative name, address, phone number, and e-mail address ✓
 - e. Project duration and the date the project was completed or is anticipated to be completed. ✓
 - f. Size of project including number of residents ✓
 - g. Cost of project ✓
 - h. Work for which staff was responsible ?
 - i. Contract Type
 - j. The results/deliverables of the project ✓

9 **Tab 6 - Financial Capability (5 points):** The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period. ✓
2. Proposer shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$25,000,000) with their proposal response. The Village will not waive this requirement. ✓
3. Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars (\$10,000,000) and compliance with the information stated in the "PAYMENT AND PERFORMANCE BONDS" section of this solicitation. The Village will not waive this requirement. ✓

25 **Tab 7 - Project Cost (25 points):**

1. Attachment B: Proposal Form (To be provided in a separate sealed envelope)



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To be reviewed -

Tab 10 – Additional Information: Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The Village will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Experience and Ability	25 points ✓
Operational Plan	25 points ✓
Previous Experience	20 points ✓
Financial Capability	5 points ✓
Project Cost	25 points ✓
Total Points	100 points

18
93

- C. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation, to the Village Commission, for the award of contract(s). The Village intends to award contracts to a Primary and a Secondary DMC.



The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the Village taking into consideration the evaluation criteria.

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	September 15, 2014
Question Due Date	September 19, 2014
Anticipated Date of Issuance for the Addenda with Questions and Answers	September 24, 2014
Proposals will be accepted until	2:00 p.m. on September 30, 2014
Proposals will be opened at	2:30 p.m. on September 30, 2014
Evaluation of Proposals by Staff	October 3, 2014
Recommendation of Contractor to Village Commission award	October 14, 2014

SUBMISSION REQUIREMENTS

Only sealed bid/proposal **will be accepted at the North Bay Village, Office of the Village Clerk on or before 2:00 p.m. on September 30, 2014.**

The vendor must provide their pricing through the designated lines items listed on the *PROPOSAL REQUIREMENTS* section of this solicitation.

In addition to the sealed bid/proposal submittal, applicants shall submit **six (6) paper copies and two electronic copies** (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal, clearly marked **“RFP # 2014-003 Disaster and Debris Management Services”**, **on or before 2:00 p.m. on September 30, 2014** to the:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the Village Clerk, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.



All Proposals received from Proposers in response to the solicitation will become the property of Village and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of Village.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with Village and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of Village by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, Village reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

Village reserves the right to reject the Proposal of any Proposer if Village believes that it would not be in the best interest of the Village to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Village.

The Contract shall be awarded by Village's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to Village, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

1. **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.



The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

2. **ADDENDA or ADDENDUM:** A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Demandstar website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Demandstar will be the only official method whereby changes will be made.
3. **INTERPRETATIONS AND QUESTIONS:** If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The Village requires all questions relating to the solicitation be sent five (5) calendar days prior to the bid submittal deadline date through email to the Village Clerk at yvonne.hamilton@nbvillage.com. Responses to the questions will be provided via addendum by the Village Clerk. Questions received after **September 19, 2014** shall not be answered. Interpretations or clarifications in response to such questions will be issued via addendum. The issuance of a response via Addendum and shall be the only official method whereby such an interpretation or clarification will be made. It is the Proposer's responsibility to submit a request for clarification or questions.
4. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The Proposal Security filed with and as a part of the Proposal shall be forfeited in its entirety to Village as liquidated damages if the Proposer to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days following the award by the Village Commission.
5. **CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of Village or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.
6. **ENVIRONMENTAL REGULATIONS:** Village reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify Village immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.
7. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:** The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and Village, which



may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

8. INDEMNIFICATION:

A) GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the Village, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

B) PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the Village, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by Village.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive Village's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **CONTRACT TIME:** By virtue of the submission of his Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

10. **LIQUIDATED DAMAGES FOR BREACH OF CONTRACT:** The Successful Proposer agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Proposer shall be liable to the Village in the amount of Five Hundred (\$500.00) dollars for each and every calendar day the completion of the work is delayed beyond the time provided in the contract, as fixed and agreed upon liquidated damages and not as a penalty. Village shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Proposer, the amount as such liquidated damages.

11. **CONTRACT RELATED TO SERVICES:** A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the Contract.



12. **PROPOSAL SECURITY:** In accordance with 44 CFR 13.36, the Village shall request a bid guarantee from each bidder. However, since this solicitation will be used on an as needed basis during emergency situations that may result in a large range of costs, the Village cannot estimate a bid price. Therefore, in lieu of requesting a bid guarantee equivalent to five percent of the bid price, the Village shall request a bid guarantee in the amount of five-thousand dollars (\$5,000).

Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to Village and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars (\$5,000).

Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFP # 2014-003 Disaster and Debris Management Services**" and sent to the:

North Bay Village,
Village Clerk's Office
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, the Village may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. The Proposal Security of the three (3) lowest Proposers will be returned within seven (15) calendar days after the Village and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal. Proposal Security of all other Proposer will be returned within seven (15) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

13. **PAYMENT AND PERFORMANCE BONDS:** The Contractor shall furnish to the Village, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Task Order or work authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

The Contractor shall execute and furnish to the Village a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an



acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide Village with evidence satisfactory to Village, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the Village. The performance bond shall be conditioned that the Contractor perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the Village to the extent of any and all payments in connection with the carrying out of said Contract which the Village may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Miami Dade County, with the Contractor to pay all recording costs.



ATTACHMENTS

- Attachment A: Cone of Silence
- Attachment B: Proposal Form
- Attachment C: Vendor Information Form and a W-9
- Attachment D: Non-Collusive Affidavit
- Attachment E: Proposer's Completed Qualification Statement
- Attachment F: Homeland Security's E-Verify System Affirmation Statement
- Attachment G: Sample Insurance Certificate
- Attachment H: Qualification Forms
 - Form 1 – Proposal Pricing Sheet
 - Form 2 – Proposer's Statement of Organization
 - Form 3 – Personnel
 - Form 4 – References
 - Form 5 – Drug Free Workplace
 - Form 6 – Acknowledgement of Addenda
 - Form 7 – Independence Affidavit
 - Form 8 – Certification to Accuracy of Proposal

CONTACT INFORMATION

All questions related to this solicitation should be forwarded to Yvonne Hamilton, Village Clerk, yvonne.hamilton@nbvillage.com.

3 EXPERIENCE AND ABILITY

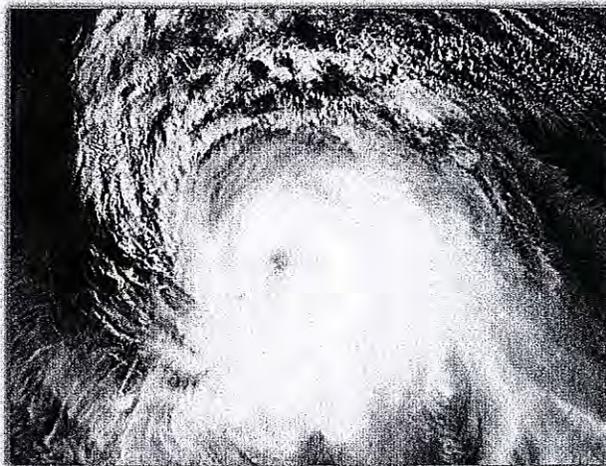
3.1 Capabilities and Experience

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying across North America from its permanent disaster response facilities in Florida, Texas and Minnesota. Since its founding in 1976, Ceres has been awarded over **\$1.7 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding"**. **Ceres was specifically noted for use of local contractors; quality, efficiency and swiftness of performance; and cooperation while managing a changing and evolving work scope.** Since 1992, Ceres has been directly involved as a prime contractor in post-event recoveries from such major events as Hurricanes Andrew, Georges, Katrina, and Ike; the 1999 Oklahoma City tornado and the 2011 Alabama tornadoes; flooding in Iowa in 2008 and North Dakota in 2011; earthquakes in Haiti in 2010 and New Zealand in 2011; and Superstorm Sandy.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 38 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with..."* Ceres always adheres to the highest standards of quality, integrity and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Owned Equipment, and
- Trusted Subcontractors



Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. In Cameron County, Texas, Ceres representatives and equipment were in place before Hurricane Dolly hit and a representative of the Ceres Advance Team sheltered in the County Emergency Operations Center before and during landfall with the County officials. In Jefferson Parish, LA, Ceres hauled more than 45,000 cubic yards on the first day of operation. In Kansas City, MO, more than 200 trucks were hauling within 72 hours of contract award. In Florida's Operation Blue Roof, Ceres had more than 180 roofers installing temporary roofs within 72 hours of contract award. For Hurricane Andrew, Ceres provided the U.S. Army Corps of Engineers with 25 new chippers, along with 25 trucks and associated crews within 48 hours of contract award. The clients' performance requirements were met or exceeded throughout the contracts and subsequently, available contract extension options were exercised.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and office locations in Sarasota, FL; Bonifay, FL; Houston, TX; and Brooklyn Park, MN. Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.

Experienced Project Management

The company has more than 60 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers certified in Construction Quality

Management; certified in Emergency Management by FEPA; have been certified by FEMA in NIMS; are Red Cross certified in first aid; and have completed OSHA's 40 hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti and New Zealand.

Ceres' management has demonstrated its ability to respond to large-scale events. Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a \$1 billion contract for disaster response, including: loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

Ceres has the resources and experience to handle multiple events and locations. During the summer of 2008, Hurricanes Dolly, Gustav and Ike all impacted the Gulf Coast. When Dolly hit the Texas coast Ceres was ready, with people and equipment already on the ground in Cameron County, TX. As Ceres' response to Dolly was wrapping up, Gustav hit Louisiana, and two weeks later Ike hit the Houston, TX area. Ceres responded quickly to both new storms, performing in eleven different locations covered by separate debris removal contracts in Texas and Louisiana.

Following Hurricanes Katrina, Rita, and Wilma in 2005, Ceres performed several other emergency response contracts—often at the same time—including: Katrina debris removal for the City of Biloxi; Hurricane Wilma debris removal for the City of Palm Beach Gardens, FL; Katrina debris removal for the Parish of Terrebonne, LA; and the installation of over 22,000 temporary roofs on private residences in two states under two separate "Blue Roof" contracts with the U.S. Army Corps of Engineers (USACE). During this same period, Ceres maintained its schedule on its non-disaster construction and environmental work for the US Department of Agriculture, the Army Corps, and other customers in CA, TX, AR, MN, and PR.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres performance on this project will be to the Client's utmost satisfaction.

Ceres' management has demonstrated its commitment to safe operations. Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.

In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

In 2008, Ceres performed sixteen separate debris removal missions following ice storms, flooding, and hurricanes Dolly, Gustav and Ike. During the performance of these missions, there were zero lost time injuries.



Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

Ceres' management has demonstrated a high level of capability and adaptability. During its performance of Hurricane Georges recovery work for the USACE in Puerto Rico, Ceres rapidly mobilized equipment and personnel from the mainland and operated 17 temporary reduction sites over an area of 3,000 square miles across the island of Puerto Rico. Eventually, Ceres reduced, processed, and sorted more than 2.3 million cubic yards of debris, while simultaneously hauling and disposing of 1 million cubic yards of debris (and processed material), and installing approximately 3,000 temporary roofs. Ceres handled this challenging project despite the fact that it was Ceres' first project in a place where English was not the native language; and where qualified subcontractors did not exist. Ceres management responded with multi-lingual project leadership, who hired and directly managed more than 1,400 local employees. This project earned a high customer evaluation.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325/July 2007, as well as additional resource books Public Assistance Guide FEMA 322/June 2007 and Public Assistance Policy Digest 321/January 2008.

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of \$400M per single project. During the 2005 storm season, Ceres provided bonds for three concurrent Army Corps hurricane response projects with contract award amounts of \$1B, \$60M, and \$50M. With more than \$50M in liquid working capital and additional credit lines available, Ceres has unrivalled access to the levels of working capital necessary to keep its promises and handle the biggest and most complex jobs.

Owned Equipment

Ceres owns 561 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times, provides additional flexibility and direct management control.

Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors. On a 2002 storm debris project, for Kansas City, MO, Ceres provided equipment for a project requiring completion within 16 days of contract award (the first pass required hauling over 500,000 cubic yards). Ceres successfully met the 16 day first pass deadline and the Kansas City Project Manager in charge won an award for his outstanding disaster response performance.



Ceres owns all the life support equipment needed for supporting its own personnel including: mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from North Bay's service area in order to facilitate contacts if and when pre-event mobilization plans are activated.

It is the formal policy of Ceres to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of over 5,600 firms from all across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

Qualities and Attributes

Reliable

In 1997, Ceres was selected by the United States Air Force for an emergency demolition project at Thule Air Base, Greenland, 700 miles from the North Pole. This difficult demolition project consisted of a large, severely damaged building that was in imminent danger of collapsing on a critical Early Warning Radar station protecting the U.S. East Coast.



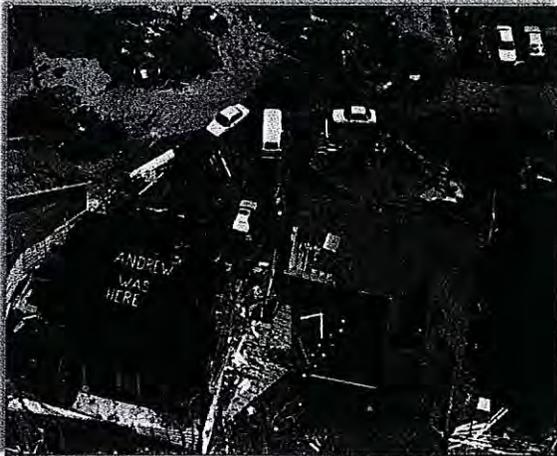
Unique project challenges included air lifting a 70,000 pound piece of specialized demolition equipment to Greenland and performing the work during October with limited daylight, severe cold, and the danger of strong winds in excess of 200 mph coming off the Greenland glacier. Ceres was given an outstanding rating for its performance on this project.

Respected

National magazines, including *Biocycle* and *Wood Waste Recycling*, have featured Ceres' urban wood waste recycling efforts and emergency debris management services. Ceres was also the honored recipient of the Minnesota Governor's *Certificate of Commendation* in 1995 for our innovation in the tree recycling industry. We have numerous letters of recommendation and high post project evaluations.

Experienced

Ceres has performed disaster recovery work on over 100 FEMA-reimbursed contracts in excess of \$700M, and has been repeatedly selected by federal and local government agencies for pre-event emergency response contracts. Ceres has performed emergency work contracts of less than \$25,000 and up to \$1 billion. Our clients have provided excellent references based on their satisfaction with our work. Our experience makes us a superb choice for cities and counties that need the security of a proven company. Ceres has also been selected for large demolition and construction projects contracted by the U.S. Air Force, Navy, and Army.



Our expertise in large construction projects also provides us with the managerial expertise necessary to organize and perform major public projects such as disaster cleanup. Ceres has performed superbly in construction projects ranging from a large park in Puerto Rico with athletic fields and 30 structures, to

levee repair work, to renovation of an underground park in Kentucky. This history exhibits the technical expertise that ensures all of our customers are pleased with their selection of Ceres.

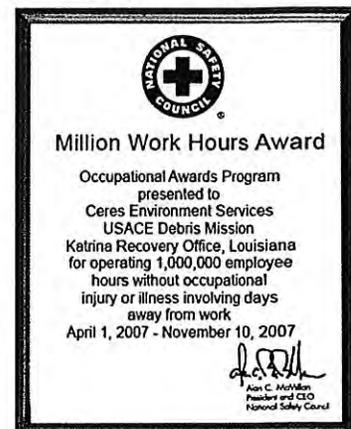
Capable

Ceres is staffed by professionally trained individuals with more than 200 collective years of experience in disaster recovery management. Ceres provides regular on-going training for field employees as well as our professional staff. Ceres' superintendents carry the following certifications and formal training: USACE certification for Quality Control; FEMA NIMS; 30-hour Construction Safety accreditation; and Hazwoper 40-hour training. Selected Superintendents also have training in asbestos and lead abatement. Ceres also provides its employees with outside disaster response training through FEMA-sponsored courses.

The U.S. Army Corps of Engineers evaluated numerous offerors on their project management capabilities and experience and selected Ceres for an award as an Advance Contract Initiative Disaster Debris Management Contractor.

Safe

We take special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first. It is the practice of Ceres to employ a full-time Health and Safety Officer. The Health and Safety Officer is responsible for overseeing Ceres' field Safety Officers who are experienced in various aspects of safety compliance relative to construction activities, industrial hygiene and traffic safety. Safety Officers possess a variety of qualifications including: OSHA 10-hour and 30-hour training certifications; First Aid and CPR; and Hazwoper 40-hour certifications. Ceres' full time field employees have CPR/First Aid/AED training.



In 2010, we received a **Perfect Record Award** for operating an entire year without occupational injury or illness and a **Million Mile Club** award for driving without a Preventable Incident. There were no lost time injuries during all of Ceres' 2005 temporary roofing operations with over 22,000 roofs installed. In 2004 with over 1,000 workers in the field, no lost time injuries occurred on any of our projects during disaster recovery operations across nineteen Florida counties.

Ceres was named a recipient of the **Million Work Hours Award** for our superb safety record on the Katrina Debris project for the U.S. Army Corps of Engineers. This award and others can be found on our website at <http://ceresenvironmental.com/about-us/safety/>.

FEMA Knowledgeable

Ceres has more than 22 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of that City during which the City was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to take a reimbursement reduction from the City in excess of \$1,000,000. When the City notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the City subsequently received all of its eligible reimbursement without any reduction.

Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help North Bay officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Toll Free Hotline and E-Mail Management

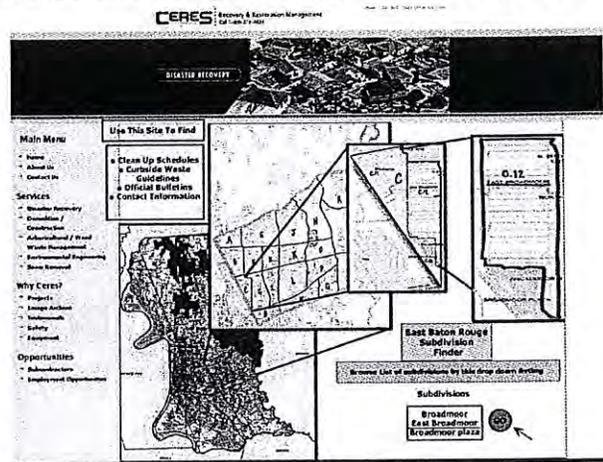
Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume, and establishes additional toll free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

All call center staff keep a log of incoming calls and e-mails, record the address of the reported incident, resident name, reported complaint, date and time of reported incident, and the truck number (if applicable). All call logs are collected and managed by Ceres' Customer Contact Database Group.

This group compiles all incoming resident communications and organizes them into date/time of receipt and response priorities. Trained Ceres account executives sort through messages and identify time-sensitive incidents such as broken water lines, which would receive immediate attention. Each account executive identifies all the pertinent information, investigates the reported incident, and ultimately locates the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to North Bay officials accordingly.

The CeresWeb™ Cleanup Clearinghouse Web Site

Ceres has developed a Web-based disaster-response data clearinghouse specifically designed to provide vital cleanup information and inform residents and businesses of the progress of cleanup in their area. **CeresWeb™** enables residents to rapidly identify their location - right down to the



individual neighborhood - and access vital cleanup information, such as debris collection instructions, the latest cleanup scheduling for their area, contact information, etc.

CeresWeb™ gives North Bay a vital communication tool to employ when seeking to keep residents as informed as possible when handling a natural disaster.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos... Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

The City of Palm Beach Gardens recommends Ceres Environmental as a responsive Contractor

David Reyes, Operations Director, City of Palm Beach Gardens

...I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E, County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

This quote was taken from the official Navy project performance evaluation of Ceres.
Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

This letter is to strongly recommend Ceres Environmental Services, Inc., as a government contractor.

William T. Hopkins, Director of Planning, Engineering and Public Works, Town of Smithfield, VA

Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner....I have been most impressed by their thoroughness and flexibility.

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

I would like to thank Ceres for the excellent job Ceres did an excellent job in the coordination and the removal of tree damage that occurred.... I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

3.2 Federal and State Reimbursement Experience

From experience on over 100 FEMA-reimbursed projects, Ceres knows that accurate and organized recordkeeping and reporting is vital to successful completion of a project. To fulfill this need, Ceres provides support and assistance through every step of the project. After the project is completed, Ceres will attend post-project briefings and provide our lessons learned and recommendations for the next project to the Village of North Bay. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. **Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the Village in order that all Project Worksheet activities and other reimbursement documentation are filed successfully.

Training

Ceres is qualified and able to participate in pre-event training days. Available training related to technical aspects of disaster recovery involves FEMA worksheets, the available methods of recording project data from tickets and truck certs onto electronic records and databases, field operations and other training as needed or requested.

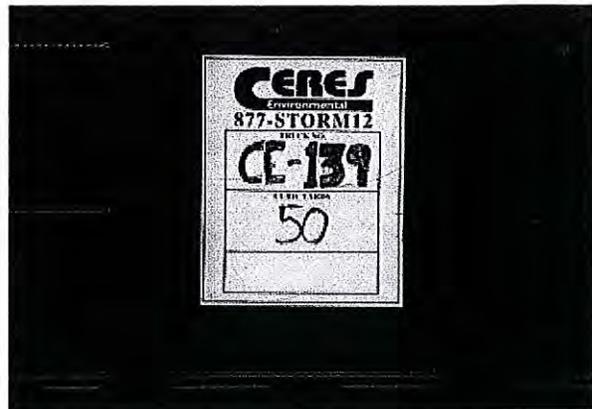
Ceres' training will cover various topics, many of which are included below in a list of typical events that occur in a disaster response.

Sequence of Events (Source: FEMA Public Assistance Policy Digest)

- Local response – emergency operations center activation-declaration of state of emergency
- Continue emergency work-maintain records (labor, equipment, materials, and contracts)
- Compile initial estimated damage. Report to State emergency management agency
- Evaluate needs and request State/Federal assistance
- Federal/State survey of need—Preliminary Damage Assessment (PDA)
- Governor's request for Federal assistance
- Presidential declaration
- Designation of applicant's agent
- Attend Applicant's Briefing and submit a Request for Public Assistance
- Attend Kickoff Meeting with Public Assistance Coordination (PAC) Crew Leader—discuss project formulation
- Prepare Project Worksheets—work with the PAC Crew Leader
- Address applicable Special Considerations (floodplain management, insurance, hazard mitigation and compliance with environmental and historic preservation laws)
- Complete application for Federal funds
- Maintain required documentation (labor, equipment, materials, and contracts)
- Receive payment of small projects—for Federal share and possibly State share
- Complete approved disaster work within time allowed
- Request final inspections
- Submit documents for final inspection, program review, and close-out
- Keep all documentation for 3 years from date of final Financial Status Report, or follow State and applicant record retention policies if they require retention beyond 3 years

Documentation – Field Operations

Ceres has its own forms for truck certification, load tickets, force account labor and equipment, man-hours, and equipment supplied. Ceres is pleased to provide these and any other forms needed for the Village.



Ceres often provides these forms to clients during disaster response projects. For example, Ceres performed cleanup in two counties in Kentucky after the devastating ice storm in January 2009. Since the Commonwealth performed its own monitoring, Ceres brought its own truck certifications, load tickets, and other required forms for the Commonwealth monitors' use. The Commonwealth eventually requested extra forms from Ceres for use in other counties where Ceres was not working.

In addition to its proprietary forms, Ceres is also familiar with the sample forms included in the Public Assistance Debris Management Guide FEMA-325 published by the Department of Homeland Security. This publication provides guidelines for debris management from preparation to concluding response. Appendixes C and D of the Guide provide multiple forms for use during monitoring, including load tickets and truck certifications.

Ceres keeps multiple copies of the Public Assistance Debris Management Guide FEMA-325 in stock at all times. When a project is initiated, Ceres brings enough copies so that any Village staff member who wishes may obtain his or her own free copy. Ceres can provide copies of the Guide upon contract award, or advise the Village on how to obtain them for themselves.

LOAD TICKET		
TICKET NO.		
CONTRACT NO.		
CONTRACTOR		
DATE		
DEBRIS QUANTITY		
Truck No.	Capacity (CY)	
Load Size (CY)	Tons	
Truck Driver		
DEBRIS CLASSIFICATION		
<input type="checkbox"/>	Burnable	
<input type="checkbox"/>	Non-Burnable	
<input type="checkbox"/>	Mixed	
<input type="checkbox"/>	Other	
LOCATION		
Zone/Section	Dumpsite	
	Time	Inspector
Loading		
Dumping		
21		
22		
		Original : Contract Owner Yellow : Driver Pink : Ceres Gold : Other Green : Customer

Documentation – Administrative

Tickets and Truck Certification Forms are the foundation of the major expenses on most projects. Tickets are designed in several versions depending on what information is required. Tickets may track debris by cubic yard, tons, each, or load. The debris stream may also influence the ticket form that is selected for any particular project phase. Truck Certification forms are also critical documentation that must be accurately and carefully recorded. These forms are carefully structured to ensure that all necessary information, as required by FEMA, is recorded. FEMA requires signed truck certification forms for every vehicle hauling on the project and a signed dump ticket for every load. Ceres supplies these 5-part carbonless forms if the Village wishes.

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all of the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to insure that data integrity is maintained.

This is the Ceres Load Ticket. In use, the Ticket Number is preprinted. This form is generally scanned at the job site and electronically transmitted to an office outside the disaster area for data entry. The form's five copies are color coded to minimize confusion.

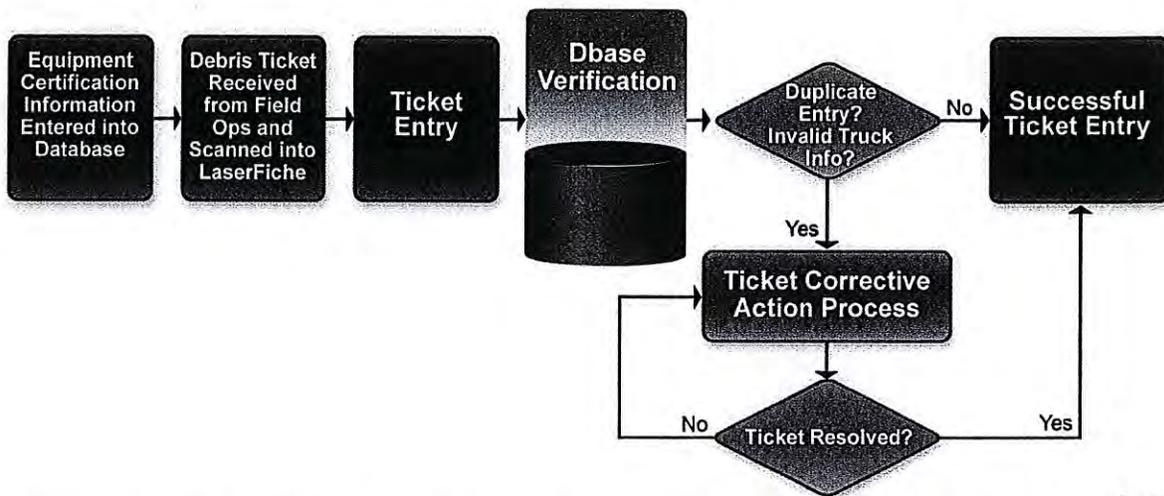
Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area. The scanned information is then retrieved by our data entry staff and entered into the appropriate project database under normal office conditions. Database rules require that first the truck owner (Ceres or one of its subcontractors) and then the individual truck be established in the database before the system will accept any load ticket information for that truck

The Ceres "Data Entry/Accounting Procedures" manual is used to provide guidance to our data entry personnel so all data is entered in a consistent manner to insure data integrity. All reimbursable activities under a particular contract, for example, stump removal, operation of hourly rate equipment, and personnel hours, are recorded by our operations staff.

Ceres audits the database for inconsistencies, data entry error and data integrity on a regular basis. This ensures that records of all potentially-reimbursable activities are acceptable and auditable by FEMA.

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. This extra planning makes the implementation of a project easier and faster. Additionally the use of advanced communication technologies, such as wireless and satellite internet connections; cell phones with voice, data and text; and electronic imaging of paper documents, allow Ceres to simultaneously manage multiple projects, in multiple states.

Ceres' image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.



Ceres 00

This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice the contract Client, to pay subcontractors and then provide management/field operations with production reports. This information is readily shared in a variety of formats.

Monitoring Consultants

Some of Ceres clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency planning, direct communications with the Village, incorporation of Village forms and FEMA forms, facilitating communications with FEMA and other state and federal agencies, pre-event planning, post-event construction, funding, and reimbursement procedures. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the monitoring companies. We do strongly recommend that the Village verify that the proposed

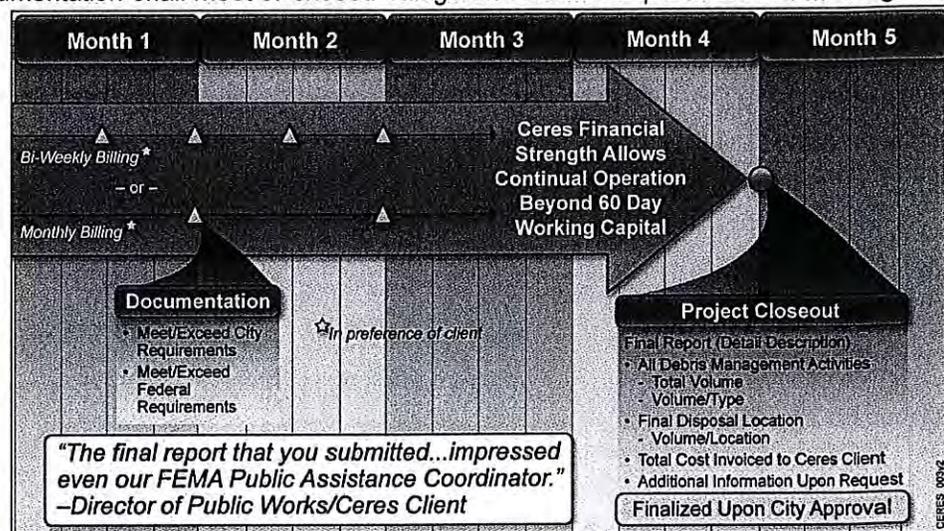
monitoring firm is not de-listed by the federal government on the "Excluded Parties List System" at www.epls.gov.

As a full line disaster response firm, Ceres also has expertise and experience in all of the services provided by monitoring consultants. Most recently, following a January 2009 Ice Storm in the Midwest, and while under contract with the Kentucky Commonwealth, Ceres provided assistance in many of these areas. The KY Commonwealth had not contracted for technical assistance services and greatly appreciated the support that Ceres personnel were able to provide from basic guidance to providing numerous forms which enabled the Commonwealth to maximize their monitoring function and compliance for FEMA reimbursement. This successful past experience and expertise allows Ceres to work cooperatively and cohesively directly with the Village or with a third party provider. We would be pleased to work with whomever the Village chooses.

Invoicing

Ceres can invoice the Village on a weekly, bi-weekly or monthly basis and in any format the client or a client's representative requires. Each invoice is submitted with appropriate documentation relating to the services provided. Documentation shall meet or exceed Village and federal requirements for funding and reimbursement purposes.

Ceres will provide technical assistance to the Village in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the Village throughout the invoicing and reimbursement process long after the work has been completed.



Invoices are generated as contractually agreed with all necessary supporting documentation. Project closeout is expedited by automated controls on truck identification, load sizes and ticket number validity.

Ceres' financial strength enables Ceres to operate within the working capital requirement of the contract.

Reimbursement Assistance

Ceres has experienced personnel trained in providing the necessary documentation and assistance in the preparation of reimbursement claims for the Village. If requested, Ceres will provide the Village with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Our FEMA reimbursement liaisons have supervised and trained personnel on disaster response and relief efforts in New York following 9/11, and on subsequent events including Hurricanes Isabel, Charley, Frances, and Jeanne. We can help a local government make certain that federal funding approvals are followed by timely reimbursement.

Program Management Assistance

Ceres is experienced and trained to provide all of the following services to the Village:

- Preliminary Damage Assessment (PDA)
- Emergency Work definition (Category A and Category B)
- Analysis of Permanent Work (Categories C through G)
- Assistance with Applicant's Briefing
- Identifying Expenditures Eligible for Reimbursement

- Review of PDA for Scope of Work
- Recovery Process Documentation
- Recovery Process Oversight
- Force Account Labor assistance
- Preparation of Project Worksheet (PW)
- Review of records system for applicability to Federal and State Requirements
- Orientation and training of client personnel on documentation requirements
- Assist in the establishment of the "Clerk of Records"
- Claim Documentation
- Public Service Announcements

Production Reporting

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned these forms include: truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports.

Quality Control

Daily Contractor Production and Quality Control reports are completed and available the following work morning to the client or other designated authority. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager and Project QC Manager monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the client. All records, certifications, and reports are converted into digital documents that are stored securely off-site on Ceres computer servers and are available to management and other project personnel on a need to know basis.

Formalized quality control procedures are applied to each project to ensure documentation procedures are properly and fully implemented and to ensure conformance to project specifications. All Ceres employees, subcontractors, and suppliers are subject to the provisions of the QC Program. For each project, a Quality Control Plan is specifically developed to detail the QC organization, individual responsibilities, monitoring procedures of activities and subcontractor activities, documentation requirements for Ceres personnel and all subcontractors, control phases or procedures, and identification and correction procedures for non-conforming activities. The remedies for non-conformance include termination. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

Dispatch Records

Dispatch records will be maintained for the duration of the project. Records include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed, etc.). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan, and these meetings are documented.

3.3 Personnel Assigned to the Project

Ceres has more than 60 professional staff, many holding degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts, and has demonstrated its ability to respond to large-scale events.

For the Village of North Bay, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. Mr. Chuck Owens will serve as Project Manager. Mr. Owens has extensive experience in debris management; he has been involved in management and supervision of multiple disaster recovery projects since 2005. He manages field activities, such as site set-up, staff supervision, and worksite safety. He is capable of managing multiple projects of varying sizes and has responded to a variety of events such as hurricanes, floods, tornadoes, and snow storms. Mr. Owens will be supported by Operations personnel with exceptional qualifications based on the size and severity on the event.

Ms. Gail Hanscom will act as Contract Administrator. Ms. Hanscom provides contract administration and interfaces with clients, ensuring contract obligations are met. She also manages preparatory, mobilization, and implementation phases of emergency response actions for debris projects. Ms. Hanscom may also take an active role in the field. She has supervised line managers and field supervisors for more than seven years. She is efficient, determined, and works as hard in the field as any of her crew members. In 2008, Ms. Hanscom served in project management for Hurricanes Ike and Dolly, ensuring that hundreds of thousands of cubic yards of debris were handled and disposed of quickly and safely.

Ms. Tia Laurie, our Subcontractor Manager, is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie will be immediately available to locate and check the credentials of all required subcontractors and to pre-stage necessary equipment, ensuring that Village efforts are well under way within the time frames required.

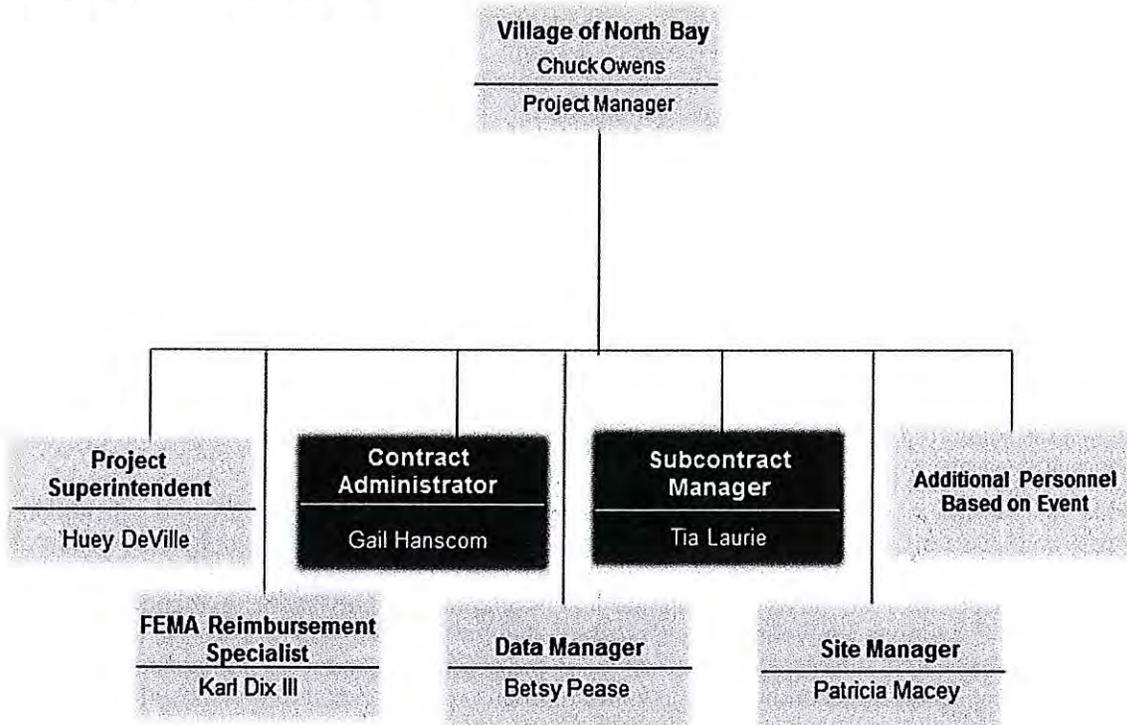
For more extensive information on Mr. Owens, Ms. Hanscom and Ms. Laurie's exceptional qualifications, please see their resumes, which follow the Project Organizational Chart. Resumes of the additional key personnel that will be made available depending on the size and severity of the event are included as well.

If for any reason key personnel named in this proposal are not available for a North Bay Village event, or are not acceptable to the Village, personnel with equivalent or better backgrounds and skills will be made available and will be presented for approval.

Office Location

Ceres' office in Sarasota, FL, located 227 miles from North Bay Village, will manage any disaster recovery or debris management efforts. Our contact person is Gail Hanscom, Contract Administrator; she can be reached by phone at (800) 218-4424 or by email at gail.hanscom@ceresenv.com. The supervisory personnel are laid out in the organizational chart below, along with resumes and certifications for all assigned or potential personnel for North Bay.

Project Organizational Chart



Resumes of Key Personnel

David A. McIntyre, Owner and President

During the last 38 years, Mr. McIntyre has led the successful performance of over 100 FEMA reimbursed contracts distinguishing himself by his ability to efficiently apply capital resources, assemble teams of highly competent people, and provide a high-quality end result for satisfied customers. Mr. McIntyre has led the emergency response operations for hurricanes, ice storms, wind storms, earthquakes, and floods; collecting, transporting, processing, and disposing of millions of cubic yards of storm generated debris and providing temporary roofing installation. Mr. McIntyre has also provided leadership and direction to over 95 construction, demolition, abatement, clearing, and grinding projects for the federal government including U.S. Army Corps of Engineers, U.S. Navy, U.S. Army, U.S. Air Force, U.S. Department of Interior, U.S. Department of Agriculture, LA DOTD, TX DOT, and multiple cities, local municipalities, and public agencies.

PROFESSIONAL EXPERIENCE

- **Hurricane Sandy 2012-2013.** Management oversight for Ceres response in New York and New Jersey. Ceres performed multiple projects in New York and New Jersey.
- **Hurricane Isaac 2012.** Management oversight of five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided management oversight for response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **North Dakota Flooding 2011.** Provided management oversight for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota. Ceres removed emergency levees and repaired damage to existing levees.
- **Hurricane Irene 2011.** Provided management oversight for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.

- **Alabama Tornadoes 2011.** Provided management oversight for response to record-setting tornadoes that hit the Southeast. Presided over four contracts in Alabama, including management of over 1 million CY of debris in Jefferson County.
- **New Zealand Earthquake 2011– present.** Oversight of response to Christchurch earthquake. Established a New Zealand branch office of Ceres to work in conjunction with the Canterbury Earthquake Recovery Authority (CERA) to provide extensive disaster response services including debris management, design-build seismic stabilization, demolition/deconstruction/implosion services and large scale materials recycling operations. Working as a capital partner, developer and construction manager in the country to help salvage and repair damaged buildings.
- **Haiti 2010-present.** Oversight of response to the devastating earthquake that hit Haiti in January 2010. Provided management oversight of a survey contract for the International Office on Migration, an \$11M landfill management and debris reduction site contract for the Haitian Ministry of Public Works and Communications (MTPTC) and The World Bank, environmental remediation projects for World Vision and new construction in the country.
- **Hurricane Ike 2008,** Presided over debris collection, transportation, and disposal on 11 different contract locations in Texas and Louisiana
- **Hurricane Gustav 2008,** Oversight of collection, transportation, processing, and disposal of over 1.9 million cubic yards of debris; Trimming and removal of hazardous trees in Louisiana
- **Hurricane Dolly 2008,** Provided oversight and management guidance in debris collection, transportation, recycling, and disposal in Texas
- **Hurricane Wilma & Rita 2005,** Directed debris collection, transportation, and disposal; Emergency temporary roofing installation in Florida
- **Hurricane Katrina 2005,** Lead Project Manager for collection, transportation, processing, and disposal of over 13 million cubic yards of debris; Trimming and removal of over 165,000 hazardous trees; Asbestos abatement and demolition of 916 buildings; Decontamination and disposal of over 315,000 white goods in 11 Louisiana Parishes; Emergency temporary roofing installation of over 21,000 buildings in 32 Mississippi counties
- **Hurricane Ivan 2004,** Project Manager in collection, transportation, and disposal of over 680,000 cubic yards of debris including the processing of over 505,000 cubic yards of debris in Florida
- **Hurricane Jeanne & Frances 2004,** Managed the collection, transportation, and disposal of over 404,000 cubic yards of debris in 13 Florida counties
- **Hurricane Charley 2004,** Directed Debris collection, transportation, and disposal; Emergency temporary roofing installation in 4 Florida counties
- **Hurricane Isabel 2003,** Project Management to debris removal and disposal in Virginia
- **Hurricane Floyd 1999,** Lead Project Manager to debris removal and disposal in North Carolina
- **Oklahoma City Tornadoes 1999.** Lead project manager for USACE contract providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Hurricane Georges 1998,** Presided over collection and disposal of over 2.3 million cubic yards of debris; Management of 17 TDSR sites; Emergency temporary roofing installation on over 3,000 buildings in Puerto Rico.
- **Hurricane Fran 1996.** Project management for USACE contract providing debris removal, reduction and site management.
- **Hurricane Andrew 1992,** Lead Project Manager to debris collection, transportation, and disposal; Provided USACE with 25 new chippers/grinders with 48 hours in Florida

EDUCATION/CERTIFICATIONS

- Graduate coursework in Physics, Chemistry, and Mathematics from the University of Minnesota Institute of Technology and University of Minnesota
- Licensed Florida General Contractor

David A. Preus, Vice President, Project Manager

Mr. Preus has been employed for 15 years with Ceres Environmental Services, Inc. directing the Emergency Management Services Division and providing project management on over 60 FEMA reimbursed disaster recovery contracts including hurricanes, tornadoes, ice storms, wind storms, and floods. Mr. Preus has participated in 16 USACE emergency recovery contracts with Ceres as prime contractor, including 8 USACE debris management contracts. Mr. Preus leads and provides overall guidance to the company's Emergency Response Team in the areas of preparatory, mobilization, and implementation of operations.

PROFESSIONAL EXPERIENCE

- **Upper Midwest Ice Storm 2013.** Led Ceres' debris management prime contracts in South Dakota and Minnesota, including work in rights of way, parks and waterways.
- **Hurricane Sandy 2012-2013.** Management oversight for Ceres' response in New York and New Jersey. Ceres performed multiple projects in New York and New Jersey as prime contractor.
- **Hurricane Isaac 2012.** Management oversight of five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided management oversight for response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **North Dakota Flooding 2011.** Provided management oversight for USACE emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota.
- **Hurricane Irene 2011.** Provided management oversight for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.
- **Alabama Tornadoes 2011.** Provided management for Ceres' response to record-setting tornadoes as Ceres hauled 1,191,553 CY of debris, reducing the vegetative portion by grinding.
- **New Zealand 2011 – present.** Participation of response to Christchurch earthquake. Projects include demolition and rubble recycling.
- **Haiti Earthquake 2010-2013.** Project Manager working with the International Organization for Migration on camp population and needs. Managed transitional housing prototypes. Participated in World Bank-financed 4.15 million CY rubble recycling project.
- **Hurricane Ike 2008,** Project management and operations management in 3 counties in Texas to clear and haul hurricane debris under Ceres' USACE ACI contract.
- **Hurricane Gustav 2008,** Project oversight for three contracts totaling over 2,000,000 cubic yards for debris removal and disposal, trimming and removal of hazardous trees, and removal and disposal of white goods in Louisiana.
- **Hurricane Dolly 2008,** Project management and operations management for removal, reduction, and disposal of hurricane debris in Cameron County, Texas
- **Hurricane Katrina 2005,** Project Manager for emergency temporary roofing installation on more than 21,000 homes and buildings throughout 32 MS counties. Operations Manager for PPDR project in Mandeville. Assisted in removal of over 13 million cubic yards of debris throughout 11 LA Parishes.
- **Hurricanes Charley, Jeanne & Frances 2004,** Project Manager and Operations Manager for removal of debris and emergency roofing installation operations in 17 FL Counties
- **Hurricane Isabel 2003,** Project Manager and Operations Manager for debris management and trimming and removal of hazardous trees in Virginia
- **Hurricane Georges 1998,** Project Manager for USACE contract of 2,300,000 CY in Puerto Rico.

EDUCATION/CERTIFICATIONS

- General Management Program, Harvard Business School, Boston, MA, completed May 2014
- MBA, University of Minnesota Carlson School of Management
- Bachelor's degree, History, University of Minnesota
- Department of Homeland Security GS-202, Debris Management
- USACE CQM, FEMA IS-100, and First Aid/CPR certified



Steven M. Johnson, Corporate Secretary and Operations Planner

Mr. Johnson has worked for Ceres Environmental Services, Inc. as a Project Manager, Operations Manager, and Business Manager for 29 years. Mr. Johnson's responsibilities include corporate and project financing; personnel hiring and training; contract negotiations; insurance administration; project management; planning and scheduling, customer relations; and direction of corporate marketing activities. In addition, Mr. Johnson has been responsible for management of the corporation's wood waste processing, air curtain burning, and composting business. He actively participates in speaking engagements relating to various company projects and unique technologies.

PROFESSIONAL EXPERIENCE

- **Hurricane Sandy 2012-2013.** Project administration, safety and support for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Project administration, safety and support for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Project administration and support for response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **North Dakota Flooding 2011.** Project administration, safety and support for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota. Ceres removed emergency levees and repaired damage to existing levees.
- **Hurricane Irene 2011.** Project administration, safety and support for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.
- **Alabama Tornadoes 2011.** Project administration, safety and support for four separate projects in response to the April tornadoes.
- **New Zealand 2011 – present.** Project administration, safety and support for response to Christchurch earthquake. Projects include demolition and rubble recycling.
- **Haiti Earthquake 2010-present.** Project administration, safety and support for Haiti earthquake recovery projects.
- **Hurricane Ike 2008,** Project administration, safety and support for debris removal and disposal for 11 different locations; Supervision of contract procurement and compliance in TX and LA
- **Hurricane Gustav 2008,** Project administration, safety and support for debris removal, processing, and disposal of over 1.9 million cubic yards of storm debris in Louisiana
- **Hurricane Dolly 2008,** Project administration, safety and support, insurance administration to debris removal, processing, and disposal in Texas
- **Hurricane Wilma & Rita 2005,** Project administration, safety and support for debris removal and disposal; Emergency temporary roofing installation; Supervision of contract procurement and compliance in Florida
- **Hurricane Katrina 2005,** Project Administrator managing financing, bonding, insurance, contract procurement and compliance for management of storm debris in Louisiana
- **Hurricane Ivan 2004,** Project administration and support for debris removal and disposal in FL.
- **Hurricane Jeanne & Frances 2004,** Project Administrator, insurance administration, and management support for debris removal and disposal in 13 Florida counties
- **Hurricane Charley 2004,** Project administration, insurance administration, safety and support for debris removal and disposal and emergency temporary roofing installation in 4 Florida counties
- **Hurricane Isabel 2003,** Project Administrator for debris removal and disposal in Virginia
- **Hurricane Floyd 1999,** Project Administrator for debris removal and disposal in North Carolina
- **Hurricane Georges 1998,** Project Administrator for management of debris in Puerto Rico
- **Hurricane Andrew 1992,** Project administration for debris removal and disposal in Florida

EDUCATION/CERTIFICATIONS

- Bachelor's degree, Forest Resources, University of Minnesota.
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, NIMS IS-700
- OSHA Construction Safety & Health certified
- First Aid/CPR certified

William Hitchcock, FEMA Reimbursement Liaison

Mr. Hitchcock provides expertise in assisting customers prepare Project Worksheets in all areas of application from FEMA categories A to G. His past years of project management experience with FEMA, both prior to and after its incorporation into the Department of Homeland Security, provide him with the knowledge to ensure all applications for reimbursable work are correctly made and documentation in the field is adequate for later funding. Mr. Hitchcock has a Bachelor's degree in Civil Engineering from the University of California Los Angeles (UCLA).

PROFESSIONAL EXPERIENCE

- **Project Officer for the U.S. Department of Homeland Security – FEMA**, with experience following 7 hurricanes and the September 11 terrorist attacks
- **National Project Officer – FEMA**, for Disaster Relief including supervision and training of personnel.
- **Project Administrator – FEMA**, worked with local government on FEMA's behalf to identify damage or disaster-related costs, develop a scope of work eligible for Federal funding, prepare cost estimates, and prepare grant documents capturing the information for processing of various categories A-G
- **Hurricane Katrina 2005**, Coordinated monitoring and oversight for debris operations with FEMA during the relief efforts for in the Gulf Coast and South Florida areas; Participated in efforts for individual assistance as well as public assistance pertaining to damage assessments for Federal eligibility of funding
- **Hurricane Isabel, Charley, Frances, Ivan, and Jeanne, and September 11 terrorist attacks**, Supervised and trained personnel on disaster response and relief efforts including monitoring debris disposal, removal operations, mobile home operations, and construction inspections; Participation in kick-off meetings and completion of Project Worksheets for all Categories A-G; Participation in planning, coordinating, and scheduling of FEMA Public Assistance issues pertaining to eligibility guidelines
- **Hurricane Andrew 1992**, Inspection and supervision of redevelopment and renovations of areas affected by the hurricane; Engineering inspections for new construction and rebuilding; Threshold inspections and special inspections of buildings or structures of unusual size, height, and design, as pursuant to Section 305.3 of the South Florida Building Code

EDUCATION/CERTIFICATIONS

- FEMA Operations (FEMA Public & Individual Assistance, FEMA Debris Assistance, FEMA Public Assistance Guidelines; EEOC Operations; FEMA Coordinating Disaster Relief Management; Planning Undercover; Covert Operations Security Training; Instruction Law Enforcement; Agent Supervision Interviewing & Interrogations; Federal, State and Local Regulations; Expert Witness Experience; Employee Relations; Staff Development Search; Seizure)
- Professional Career Development Institute, Professional Construction Management

Gregg S. Dawkins, FEMA Reimbursement Liaison

Mr. Dawkins has more than 25 years of wide-ranging emergency management and homeland security experience working with local, state, and federal government as well as the private sector. This includes 13 years as an emergency manager with the Florida Division of Emergency Management and more than 10 years as a private contractor/consultant. Mr. Dawkins is experienced and knowledgeable with the National Incident Management System (NIMS), Incident Command System, the National Response Framework, FEMA's Hazard Mitigation Assistance, Public Assistance (including debris management), and Individual Assistance programs.

PROFESSIONAL EXPERIENCE

- **Florida Division of Emergency Management, Tallahassee, Florida, Operations Chief/ Planning Manager/Program Administrator.** Operations Chief, State Emergency Operations Center (EOC) from 1996-2001 responsible for coordinating statewide response working with each of Florida's emergency support functions (ESFs) and their local and federal counterparts to support local response efforts. Responsibilities included: evacuation coordination; mission assignments; resource coordination; logistics; conflict resolution; and public information coordination. Managed implementation of the federal Emergency Planning and Community Right-To-Know Act (EPCRA) and Risk Management Planning requirements under the federal Clean Air Act Amendments, Section 112(r). Managed implementation of the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988. Managed annual review/approval program for regional and county hazardous materials plans and county Comprehensive Emergency Management Plans (CEMPs). Planning Manager of the Hazardous Materials Compliance Planning Program's Compliance Verification/Enforcement Unit from 1989-1996. Managed compliance and enforcement program for over 13,000 public and private sector facilities regulated under EPCRA and the Florida Hazardous Materials Emergency Response and Community Right-to-Know program.
- **ICF International, Fairfax, Virginia, Senior Manager/Project Manager.** Project Manager for numerous emergency preparedness planning, training, and exercise projects for federal, state, and local government programs. Responsibilities included contract management, regular client interface, final review/approval of all contract deliverables, and general oversight of all project activities. Developed all hazards planning tools and resources including continuity of operations/continuity of government (COOP/ COG) plans, comprehensive emergency management/emergency operations plans, terrorism response plans, pandemic preparedness plans, and standard operating procedures. Designed, developed, conducted, and evaluated numerous comprehensive exercise programs for federal, state, and local clients.
- **Research Planning, Inc. /Titan, Fairfax, Virginia, Project Leader.** Project Leader of the Indiana Terrorism Consequence Management Program responsible for overseeing the development of 69 County Terrorism Plans. Reviewed and provided recommendations for revision to the State of Indiana Emergency Management Agency's Comprehensive Emergency Management Plan. Designed, developed and conducted chemical-biological WMD workshops, tabletop, and functional exercises for 18 counties involving all emergency support functions.
- **Apalachee Regional Planning Council (ARPC), Blountstown, Florida, Regional Planner.** Coordinated the hazardous waste management program for small quantity and large quantity generators of hazardous waste for the nine counties that constitute the ARPC pursuant to the federal Resource Conservation and Recovery Act under the Environmental Protection Agency. Developed one regional and nine county comprehensive hazardous waste assessment plans. Conducted technical assistance and compliance workshops for public and private sector for environmental management and emergency preparedness.

EDUCATION/CERTIFICATIONS

- B.S., Urban & Regional Planning, University of Southern Mississippi, 1982
- Certified in Homeland Security Exercise and Evaluation Program (HSEEP)
- Certified FEMA Evaluator for the Radiological Emergency Preparedness (REP)
- Certified Business Continuity Professional, Disaster Recovery Institute International (pending)
- SECRET security clearance.

Gail M. Hanscom, Contract Administrator, Project Manager

Ms. Hanscom has provided project management to multiple debris removal projects. Ms. Hanscom, in conjunction with her project management, also manages preparatory, mobilization, and implementation phases of emergency response actions for debris projects. She has performed multiple duties supervising field operations including oversight for mobilization, accounting, planning and scheduling, documentation, data management, and human resources personnel. Ms. Hanscom has also functioned as Project Superintendent and Area Manager. Ms. Hanscom also provides contract administration to customers.

PROFESSIONAL EXPERIENCE

- **June 2013 Wind Storm – Minneapolis, MN** Project Manager for on-going cleanup efforts following one of the most wide-spread and severe storms to hit the city in the past two decades. To date, 3,000 trees and over 2,000 loads of debris have been removed.
- **Ice Storm 2013 – Worthington, MN** Project Manager for citywide cleanup of ice damaged trees. Managed removal of hazardous hangers from over 8500 trees, hauling of 80,000 CY of debris and removal of 775 storm damaged trees.
- **Ice Storm 2013 – Sioux Falls, SD** Project Management and Contract Administration for ice storm cleanup. Ceres hauled over 15,000TN of ice storm debris.
- **Hurricane Sandy 2012-2013.** Contract management and acted as client liaison for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Contract management and acted as client liaison for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided contract management and acted as client liaison for response to early snow-storm in the Northeast. Ceres managed over 320,000 CY of debris.
- **Hurricane Irene 2011:** Project Manager for Greenville, NC response and recovery efforts. Oversaw debris removal, hauling and disposal and tree and limb trimming. Ceres removed 113,512 CY of debris, trimmed 2,111 hangers, and removed 71 trees.
- **Alabama Tornadoes 2011:** Project Manager for Jefferson County, Alabama. Managed removal and reduction of over 1 million cubic yards of tornado debris.
- **Haiti Earthquake 2010,** Project Manager of the Registration Process of the displaced populations in the hundreds of established and spontaneous camps in the seven commune area surrounding Port-au-Prince and the outlying areas. Worked with the International Organization for Migration (IOM) to assess the camp populations and their needs to aid in the eventual allocation and delivery of housing and other life-sustaining resources.
- **Hurricane Ike 2008,** Project Manager of the Chambers County cleanup; Hauled 330,000 cubic yards meeting the County's deadline for completion of work while maintaining very high safety standards in Texas
- **Hurricane Dolly 2008,** Project management for debris removal, processing, and disposal; Supervised load and haul crews that hauled more than 400,000 cubic yards of debris from the ROW; Mobilized and operated field crews to remove, reduce and dispose of hurricane debris and provide cleanup services, while maintaining an exceptional safety record in Cameron County, TX
- **Hurricane Katrina 2005,** Project Superintendent and interim Project Manager for Operation Blue Roof in Hattiesburg, Mississippi. Responsible for accounting, planning and scheduling of daily assignments, data management, and general contract administration. Responsible for final reconciliation of payment to subcontractors. Project administration for Private Property Debris Removal (PPDR) component of USACE debris removal contract.
- **Hanscom Ambulance, Inc. Owner/Operator,** Accrued 12 years of experience in EMS.

EDUCATION/CERTIFICATIONS

- Bachelor's degree, Business Management, Northwestern College, Minnesota
- Department of Homeland Security GS-202, Debris Management
- USACE CQM certified
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, IS-700
- First Aid/CPR certified

Tia Laurie, Subcontractor Manager

Tia Laurie provides a background in several fields including quality control, construction, logistics, purchasing, and contracting. Certified in Construction Quality Management by USACE, Ms. Laurie has served in supporting roles on several missions. Additionally, Ms. Laurie is responsible for the overall subcontractor response to all disaster response and recovery missions. She manages the overall development and maintenance of relationships with subcontractors specifically in local areas of pre-event contracts and competitive pricing. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie also assists in marketing activities such as site visits, trade shows, and customer interviews.

PROFESSIONAL EXPERIENCE

- **Hurricane Sandy 2012-2013.** Subcontractor Manager recruiting local subcontractors and vendors for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Subcontractor manager for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Subcontractor Manager for response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011:** Subcontractor Manager for Greenville, NC response and recovery efforts. Recruited local and specialty subcontractors for hurricane debris cleanup.
- **Alabama Tornadoes 2011.** Subcontractor Liaison; recruited local and specialty subcontractors and vendors to provide services for tornado cleanup.
- **Haiti Earthquake 2010.** Subcontractor Liaison identifying specialist organizations and sea transport.
- **Ice Storms 2009,** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal from county rights-of-ways in Kentucky
- **Hurricane Ike 2008,** Subcontractor Liaison screening and coordinating qualified subcontractors for debris removal and disposal in Texas and Louisiana
- **Hurricane Gustav 2008,** Subcontractor Liaison screening and coordinating qualified subcontractors; Administrative support for debris removal, processing, and disposal in Louisiana
- **Hurricane Dolly 2008,** Subcontractor Liaison and administrative support for identifying and coordinating qualified subcontractors for debris removal, processing, and disposal operations
- **Floods 2008,** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal due to Cedar River flooding in Iowa
- **Military Stars, Orion International 2007-2008,** Account Executive researching, identifying, and capturing of new clients providing opportunity for hiring of transitioning military personnel
- **Centex Homes 2005-2007,** Purchasing Agent managing contract negotiations for residential communities; Management of land developers, architects, and general contractors
- **U.S. Army Corps of Engineers, Captain 1999-2005,** Battalion Logistics/Supply Officer, Detachment Commander, Company Executive Officer, and Topographic Platoon Leader including operations oversight of all battalion-level logistics (2,000) soldiers; Management of availability of supplies, equipment, personnel, and transportation; Management of multi-million dollar support contracts in Baghdad, Iraq; Management of logistical requirements through Statement of Work (SOW's) for 5,000 soldier base camp in Baghdad, Iraq; **awarded Bronze Star Medal for her bravery and meritorious service** with USACE.

EDUCATION/CERTIFICATIONS

- Master's degree, Engineering Management, University of Missouri (Rolla)
- Bachelor's degree, Engineering Management, U.S. Military Academy, West Point, New York
- Engineer-In-Training (EIT/FE): Registered in New York, 1999
- FEMA certified IS-10, ICS-200, IS-102, IS-632, NIMS IS-700
- USACE CQM certified
- Red Cross Disaster Services certified

David A. Davenport, Health and Safety Officer

Mr. Davenport serves as a Health and Safety Officer for Ceres Environmental Services, Inc. Mr. Davenport has 24 years of experience in the construction industry, 10 within the federal construction sector. He holds multiple certifications from OSHA, is USACE certified in CQM, Red Cross certified in First Aid and CPR, and is working on his second master's degree, in Business Administration.

PROFESSIONAL EXPERIENCE

- **Site Safety & Health Officer** August – September 2011, Minot and Ward County, ND. Removal of emergency levees, rock, rubble and other associated materials from spring 2011 flood fight.
- **Site Safety & Health Officer/Quality Control Manager** June – August 2011. On assignment in Lawrence and Limestone Counties, Alabama; contracted with U.S. Army Corps of Engineers to manage post-tornado remediation. Management oversight of all field Quality Control Managers. Composed and implemented Accident Prevention Plan, Environmental Protection Plan and Accident Hazard Analyses (AHA's) for each definable and sub-definable feature of work. Chaired daily, weekly, and monthly safety meetings. Produced all required daily and weekly safety reports for internal use and for submission to the Corps. Oversight of extraction and disposal of HTRW (Hazardous, Toxic and Radioactive Waste) under dictates of EPA statutes.
- **Site Safety & Health Officer / Alternate Quality Control Manager**, Birdland Levee Systems Improvements Project. July 2010 – June 2011. Project location: Des Moines, IA / US Army Corps of Engineers, Rock Hill District (Rock Hill, IL). Managed extraction and disposal of HTRW (Hazardous, Toxic and Radioactive Waste) under dictates of EPA statutes. Monitored Quality Control Management (QCM) system in an auxiliary capacity.
- **Site Safety & Health Officer/Environmental Manager** – Better Built-Clark [Mentor-Protégé Construction Management Team], Middletown, OH February 2009 – July 2010. Project location: Wright-Patterson Air Force Base for US Army Corps of Engineers, Dayton, OH. 52,000 SF dormitory project.
- **Project Manager** – Clark Construction Co., Inc., Lansing, MI, March 2007 – November 2008. Formed SBA Mentor-Protégé teaming arrangement with Better Built Construction of Middletown, OH. Participated in heavy Quality Assurance and Safety Regulation monitoring.
- **Business Development Manager** (Federal)– Better Built Construction Services, Inc., (Exclusive Department of Defense General Contractor) Trenton, OH, July 2005 – July 2006.
- **Estimator** (Federal) – K-Con, Inc. (Exclusive Federal General Contractor), Charleston, SC, Sept. 2003 – July 2005. Estimated dozens of U.S. Army Corps of Engineers projects nationwide. Conducted extensive sourcing of nationwide GC's, Subcontractors and Building Erectors.
- **Project Manager Assistant/Assistant to Director of Field Operations** – Construction Professionals, Inc., Mt. Pleasant, SC, Mar. 2002 – August 2003. Conducted all aspects of Estimating, Vendor Price Negotiations, Project Management Support.

EDUCATION/CERTIFICATIONS

- MBA in International Business, Liberty University, Lynchburg, VA (in progress).
- MA, Counseling Psychology / Theology, Colorado Theological Seminary, Wheat Ridge, CO
- BA, Counseling Psychology, Colorado Theological Seminary, Wheat Ridge, CO
- Construction Quality Management for Contractors (CQMC/QCM): U.S. Army Corps of Engineers
- OSHA 30 Certified; OSHA HAZWOPER Certified; OSHA Management—Certified Competent Person—Trenching and Excavation; OSHA Management—Certified Competent Person—Fall Protection; OSHA Management—Certified Competent Person—Contractor Safety & Health; OSHA Certified—PPE (Pers. Protect. Equip.)—Common; OSHA Certified—PPE (Pers. Protect. Equip.)—Special; OSHA Certified—Scaffold Erection & User Guidelines; OSHA Certified—Hazardous Materials/Hazardous Waste Recognition and Containment.
- Hazardous Materials and Hazardous Waste Certified (RCRA)
- Red Cross certified in CPR and First Aid
- EP 500-1-1 USACE Civil Emergency Management Program
- FEMA P-325 Public Assistance Debris Management

Jakob Thompson, Health and Safety Officer

Mr. Thompson has 13 years experience in the health and safety field. His firefighting, EMT and military experience provide him knowledge of a wide range of biological, chemical, and physical hazards. He has experience managing risk for himself and others in dangerous situations. His overseas experience in the military provides a reliable baseline for work in emergency response situations under less-than-ideal conditions. Mr. Thompson holds multiple OSHA and first aid certifications.

PROFESSIONAL EXPERIENCE

- **Environmental Health and Safety Officer** January 2012 – present, Truitier Landfill, Port-au-Prince, Haiti. Responsible for compliance with Site Health and Safety plan. Responsible for preventing unauthorized site entry and keeping track of all individuals onsite. Responsible for site security during working hours. Monitors weather broadcasts to ensure air quality and site conditions are conducive to a safe work environment. Holds daily Site Health and Safety briefings.
- **Security Forces (Military Police)**, Air National Guard, December 2005 - December 2011. Carried out law enforcement duties, and provided security for various government resources, including installation entry control. Specific experience and achievements:
 - Deployed to Kirkuk, Iraq, in direct support of Operation Iraqi Freedom, January-August 2009
 - Provided security for Admiral Michael Mullen, Chairman of the Joint Chiefs of Staff, during his visit to Kirkuk
 - Accounted for over 800 weapons and 100,000 rounds of ammunition daily as a flight armorer
 - Attended Airman Leadership School at Malmstrom Air Force Base, Montana, November-December 2009
 - Earned promotion to Staff Sergeant in just over four years of service
- **Firefighter/Emergency Medical Technician (EMT)**, Lowell Fire Protection District Lowell, OR, December 2007 - December 2008. Served the community of Lowell and the surrounding area, acquiring training and skill development as a first responder, by gaining experience from a wide range of incidents, such as: structural fires, wildfires, motor vehicle accidents, swift-water river rescues, and a large variety of medical emergencies.
- **Firefighter/EMT**, Sheridan Fire Department Sheridan, CO, June 2003 - June 2005. Continued to hone EMT abilities, while also developing a higher proficiency for firefighting and rescue operations.
- **EMT**, Action Care Ambulance Denver, CO, June 2002 - June 2005. Worked closely with nearly every municipal fire department in the entire Denver metro area.
- **Wildland Firefighter** (Seasonal), Bureau of Land Management Las Vegas, NV, May - October 1999. Worked as a member of an engine crew to combat the spread of fast-moving wildfires as they occurred throughout the state of Nevada, and into parts of southern Idaho.

EDUCATION/CERTIFICATIONS

- BAS in Business Administration - Public Service/Safety, Pensacola State College, Pensacola, FL (in progress)
- AS in Criminal Justice, Community College of the Air Force, Montgomery, AL
- AAS in Fire Science & Technology, Red Rocks Community College, Lakewood, CO
- Emergency Medical Technician Certification – Colorado 2002-2008, Oregon 2008-2009, National Registry 2002
- Firefighter-I Certification – Colorado 2002, Oregon 2008
- Hazardous Materials Training for Emergency Responders 2002
- OSHA 10 Hour Certification
- OSHA 30 Hour Certification
- OSHA 24 and 40-hour Hazwoper Certification

Ricky W. Adams, Health and Safety Officer

Mr. Adams serves as a Health and Safety Officer for Ceres Environmental Services, Inc. Mr. Adams has U.S. and international field experience as well as a long history of safety training and occupational safety analysis. Mr. Adams has a long record supervising safety for projects in many different fields and locations. Mr. Adams holds multiple safety certifications, is a certified nurse and EMT, and was honorably discharged from the U.S. Army after fourteen years of service. He is fluent in English and Spanish.

PROFESSIONAL EXPERIENCE

- **Safety Supervisor** Fluor Constructors; Inverness, Pensacola and Tallahassee, FL; 09/10 to 01/11. Conducted new-hire safety orientations at the Withlacoochee Technical Institute in Inverness, FL for all Citrus County, FL Qualified Community Responders (QCRs) for the BP Gulf Coast Recovery Project. Supervised safety during beach clean-up operations at Fort Pickens, FL. Conducted general safety audits at the warehouse facility and lay-down yards in Tallahassee, FL.
- **Site Safety & Health Officer (SSHO)** Ceres Environmental Munster Indiana and Des Moines, Iowa. 06/10 to 07/10. USACE Contract EM 385-1-1, Heavy construction of berms. Duties included observing site activities to ensure completion in accordance with the Accident Prevention Plan and the Site Safety and Health Plan.
- **Safety Lead** Fluor Constructors, Roxana, Illinois, 11/ 08 to 06/10. Performed duties as Field Safety Lead, supervising seven field Area Safety Supervisors at the ConocoPhillips Wood River Refinery CORE Expansion Project.
- **Safety Manager** General Electric/Granite Services, Tampa, FL, 2005-2008. Served in various safety capacities on projects located from Maine to Uruguay. Performed site safety audits, safety training and compliance with company procedures. Conducted weekly safety meetings and ensured compliance with project standards.
- **Safety Manager** Titan Contracting and Leasing Inc., Owensboro, Kentucky, 10/05. OMU Miscellaneous plant and boiler repairs. Responsible for all permitting, i.e., confined space, hot work and area work. Conducted and documented daily Safety Meetings.
- **System Safety Coordinator** Zachry Construction Corporation area office, Mt Carmel, Illinois, 09/04 to 09/05. System consisting of 12 Cinergy System Power Plant sites located in Illinois, Indiana, Ohio and Kentucky. Conducted new-hire orientations and employee training in a wide variety of areas, including OSHA Annual Awareness training.
- **Project Safety Manager** National Boiler Services Inc, Trenton, Georgia 02/04 - 09/04. Managed project safety during power plant and paper mill shutdowns. Project scopes ranging from extensive boiler repairs to demolition and replacement of pulverize units.
- **Safety Manager** Titan Contracting and Leasing, Inc., Owensboro, Kentucky, 12/01 – 11/03. Construction of three LM6000 40-megawatt simple-cycle power units (GE Norway Packages). Daily manpower 200+. Responsible for developing and implementing project-specific safety program, including emergency response procedures. Project expended approximately 90,000 man-hours with no days-away cases and no recordable injury cases.

EDUCATION/CERTIFICATIONS

- 510 & 500 OSHA Construction Outreach Trainer # C0015606
- Construction Site Safety Technician (CSST) Instructor. National Certification and Registry
- Academy of Health Sciences (Military Academy), Fort Sam Houston, Texas. Nursing
- City Colleges of Chicago, Emergency Medical Technician
- Other safety training: Dupont STOP Course; Supervising Safety; Accident Investigation; Accident Reporting and Classification; Defensive Off-Road Driving; Drug and Alcohol Awareness; Shell Enhanced Safety Management; Respiratory Protection; Job Safety Analysis; Electrical Safety; Land Seismic Firefighting; Lockout Tag-Out and Confined Spaces; Crane Safety; Trenching and Excavations; Atmospheric Hydrocarbon Testing; Hazard Communication; Materials Handling; Fire Prevention; Industrial Hygiene; Substance Abuse; Rigging and Sling Safety; Sling Signals; Barricades; Process Safety Management; Scaffold Training; PPE and Fall Protection; Pre-Job Safety Planning; Inspections, Audits, Observations; and OSHA from the Contractors Prospective

Ronald Rodriguez, P.E., Quality Control System Manager

Mr. Rodriguez has been responsible for coordination, scheduling, logistical support, demolition, and quality control for multiple debris and emergency temporary roofing projects for Ceres Environmental Services, Inc. Mr. Rodriguez has worked in emergency response and disaster recovery work for several years including more than 25 years experience in Project Management, Inspections, Quality Control, and Supervision in federal, state, municipal, commercial, and residential construction. Mr. Rodriguez's responsibilities include geo-technical, utilities, structural steel fabrication, structural concrete, pavement, and erosion control.

PROFESSIONAL EXPERIENCE:

- **North Dakota Floods 2011:** Quality Control Manager for Minot and Ward County, ND. Removal of emergency levees, rock, rubble and other associated materials from spring 2011 flood fight.
- **Alabama Tornadoes 2011;** Quality Control and Operations Planner. Managed zone assignments and daily operations for subcontractors involved in hauling and reduction of debris from the April tornadoes.
- **Hurricane Ike 2008,** Quality Control and Safety Manager for debris removal and disposal for 11 different locations; Oversight of approximately 100 QC personnel. Trained and supervised 100+ Quality Control & Safety Officers assigned to the mission. Provided frequent and detailed progress reports to management and Government officials. Maintained and supervised official project logs and documentation files. Provided directions for planning, scheduling, and engineering functions as required. Performed other duties and took on other responsibilities as required. Submitted weekly report to USACE (US Army Corp of Engineers).
- **Hurricane Rita 2005,** Quality Control Manager for debris removal and disposal of approximately 4.5 million cubic yards of hurricane material; reduction of over 1.1 million cubic yards of debris.
- **Hurricane Katrina 2005,** Quality Control Manager for debris removal and disposal of over 13 million cubic yards of hurricane debris in 11 Louisiana Parishes; trimming and removal of over 165,000 hazardous trees in Louisiana and Mississippi; management of over 300 quality control personnel, demolition, leaves restoration and site restoration work for over 50 TSDR sites across southern Louisiana. Trained and supervised over 600 Quality Control Officers assigned to the mission. Worked in conjunction with compliance, safety and customer personnel to certify workforce and adherence to USACE for standards and procedures. Also provided subcontractor management and administration for emergency temporary roofing installation in Mississippi
- **U.S. Forest Service, Aviary Hospital 2005,** Project management and quality control for building construction of Aviary Bird Hospital in Caribbean National Forest, Puerto Rico. Ensured compliance to all company, client, project policies, procedures, and standards.
- **Hurricanes Jeanne & Frances 2004,** Manager and quality control for the emergency temporary roofing installation project in Florida; Subcontract administration for the project in 13 Florida counties. Trained and supervised on site Quality Control Officers. Prepared weekly report and submittals to USACE.
- **Hurricane Charley 2004,** Quality Control Manager for emergency temporary roofing installation project in 4 Florida counties. Trained and supervised on site Quality Control Officers. Prepared weekly report and submittals to USACE.
- **U.S. Army Corps of Engineers, Trinity River 2004,** Project Management and quality control support to Trinity River Dallas Floodway Extension project including excavation and construction of swales, wetland, levees, and flood conveyance in Texas.

EDUCATION/CERTIFICATIONS

- Bachelor's degree, Civil Engineering, University of Purdue, Indiana
- CERES – Asbestos, Leads & Hazardous Materials
- USACE- Construction Quality Management for Contractors
- OSHA- Construction Safety & Health
- ISO 9000
- CIV - PMP Project Manager Professional
- RED CROSS- CPR & First Aid
- Languages: English, Spanish, Italian (Intermediate), French (intermediate)

Earl Lutz, III, Area Manager

Mr. Lutz has fourteen years of management experience for Ceres Environmental Services, Inc. and more than 26 years of supervisory experience with emergency debris management projects, interior and complete demolition projects, culvert and lake construction, and heavy equipment operations. Mr. Lutz supervised approximately 300 crews in the debris removal operations following Hurricane Katrina. Mr. Lutz has been responsible for field operations and crew performance for several construction, demolition, and debris removal projects including federal, state, and local government contracts and private contracts. Mr. Lutz also has more than 26 years of experience in fabrication and welding and is the lead designer and fabricator for our company.

PROFESSIONAL EXPERIENCE

- **New Zealand Earthquake 2011- Present.** Managing demolition projects and providing training for recovery efforts.
- **Alabama Tornadoes 2011.** TDSR Site Manager for Jefferson County tornado response. Managed processing and reduction of over 1 million CY of debris at multiple sites. Managed overall allocation of equipment and personnel resources.
- **Haiti Earthquake 2010,** Assistant Logistics Manager and construction manager. Assisted with supplies management and oversaw Kaypèpla™ temporary house design process.
- **Hurricane Ike 2008,** Operations management support of county and city debris removal and disposal including hauling of 330,000 cubic yards meeting County's deadline for completion of work maintaining very high safety standards in Texas
- **Hurricane Gustav 2008,** Field Operations Superintendent for emergency debris removal and disposal of over 1.9 million cubic yards of storm debris; Trimming and removal of hazardous trees; Removal and disposal of white goods in Vermillion and East Baton Rouge Parishes
- **Hurricane Dolly 2008,** Operations and logistics management support for removal, reduction, and disposal of hurricane debris in Cameron County, Texas
- **Ice Storm 2007,** Operations and logistics management support for removal and disposal of vegetative debris generated by the ice storm in cities of Broken Arrow and Nichols Hills, Oklahoma
- **Hurricane Katrina 2005,** Area Manager for debris removal operations including 13 million cubic yards of hurricane debris in 11 Louisiana Parishes; Trimming and removal of over 165,000 hazardous trees; Supervised 75,000 cubic yards of debris removal per day; Supervised 25 subcontractors who operated a total of 300 crews
- **Hurricane Ivan 2004,** Operations and management support for debris removal and disposal of over 680,000 cubic yards of debris and processing of over 505,000 cubic yards of debris in Florida
- **Hurricanes Jeanne & Frances 2004,** Operations management support for collection, transportation, and disposal of over 404,000 cubic yards of debris throughout 13 Florida counties
- **Hurricane Isabel 2003,** Operations and logistics management support for removal and disposal of hurricane debris; Trimming and removal of hazardous trees in Virginia
- **Ice Storm 2002,** Field Operations Superintendent for debris removal and disposal of over 510,000 cubic yards of hazardous trees and other vegetative debris in Oklahoma
- **Hurricane Georges 1998,** Site Superintendent for Grinding Reduction Site and crew management, site operations, production, finished product quality, and site safety. Also responsible for monitoring debris receipt documentation, documentation of daily production rates, and equipment usage.

EDUCATION/CERTIFICATIONS

- USACE CQM certified
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, and NIMS IS-700
- First Aid & CPR certified
- CFC-12 Refrigerant Recycling training

Charles L. "Chuck" Owens, Jr., Project Manager

Mr. Owens has been involved in management and supervision of multiple disaster recovery projects since 2005. He manages all field activities, such as site set-up, staff supervision, and worksite safety. He is capable of managing multiple projects of varying sizes and has responded to a variety of events such as hurricanes, floods, tornadoes, and snow storms. Mr. Owens also assists with marketing efforts such as presentations and trade shows. He holds several FEMA certifications, is certified by OSHA and is certified in Disaster Construction Safety Management.

PROFESSIONAL EXPERIENCE

- **Hurricane Isaac 2012:** Project Manager for Ceres responses in Jefferson Parish and St. Bernard Parish, Louisiana. Responsible for management of personnel, equipment and subcontractors. Ceres managed 122,000 CY of debris in Jefferson Parish. Responsible for oversight of private property debris removal in St. Bernard Parish.
- **Burlington, Minot and Renville County Levee Repair, Phase I,** Minot, ND. Project Manager for completion of work, closeout and punch list items. Work involved restoration of project features for six separate sites along three levee reaches, one roadway embankment, one sanitary manhole, and one storm sewer. Levee restoration work included debris removal, clearing and grubbing, removal of soft foundation soils, placement of impervious fill, and topsoil and seeding.
- **Winter Storm Alfred 2011.** Project Manager for Ceres response to unseasonal snow storm in the Northeast. Responsible for management of personnel, equipment and subcontractors. Oversaw debris reduction at temporary debris management sites. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011:** Field Supervisor for Greenville, NC response and recovery efforts. Oversaw debris removal, hauling and disposal and tree and limb trimming. Ceres removed 113,512 CY of debris, trimmed 2,111 hangers, and removed 71 trees.
- **Birdland Park Levee Improvements,** Des Moines, IA. Project Superintendent for completion of work, closeout and punch list items. Work required over 325,000 CY of fill material and construction of six gatewell structures housing sluice gates to restrict flows in sanitary and storm sewers during high-water events. Existing pump stations were modified to accommodate new flood protection level. A concrete floodwell and 50,000 pound steel closure gate structure were also constructed. Construction required dewatering using trash pumps.
- T.L. Wallace Construction, Inc., Columbia, MS. Project Manager, November 1, 2005 – December 31, 2009. Responsible for oversight of 95 employees; report directly and work closely with the operations manager; work closely with the contract administrator for the lead FEMA disaster relief contractor. Oversaw development and implementation of the database needed to track and control work orders and inspections of over 9,600 FEMA temporary housing units in a 3,600 square mile area. Oversaw development and execution of the company disaster relief and recovery plan to insure instantaneous response and deployment of crews and equipment to the immediate community and beyond. Operations Manager Assistant, September 1, 2005 – November 1, 2005. Responsibilities: Help oversee day-to-day operations of company, including, but not limited to, bidding of both debris and highway construction contracts, debris clean-up from Hurricane Katrina covering most of south Mississippi, road and bridge construction including the I-10 bridge spanning Pascagoula River which was destroyed by Hurricane Katrina, and helped oversee quality control and completion of same.

EDUCATION/CERTIFICATIONS

- NIMS IS-100, IS-200, IS-700 and IS-800
- OSHA 30-Hour
- First Aid, CPR, & Blood Borne Pathogens
- City of Tampa Certificate of Recognition for Outstanding Service 2012
- "Meth Lab Awareness Training", 2008
- "Preparing for Disaster Construction Safety Management", 2006
- "Learning from Katrina: Tough Lessons in Preparedness and Emergency Response" 2006
- 1969-1973 Pearl River Community College Poplarville, MS

Huey Deville, Sector Manager/Site Superintendent

With over 29 years of experience in the construction industry, Mr. Deville is an experienced supervisor, and field manager capable of concurrently supervising multiple crews and projects. He is an experienced equipment operator, project estimator, manager, and surveyor with construction experience in commercial, residential and disaster recovery areas of specialty. His broad experience, commitment to quality and safety, technical expertise, and natural leadership skills makes Mr. Deville a highly valuable asset to our Supervisory team.

PROFESSIONAL EXPERIENCE

- **Hurricane Isaac – 2012:** Area manager for ROE and PPDR projects in St. Bernard Parish, LA.
- **Mountrail County, ND April – October 2012.** Project Manager for Palermo Road grading, aggregate surfacing, signing and incidentals.
- **Minot, North Dakota Flood Recovery 2011:** Project Superintendent/Manager: supervised all Levee breach repair - responsible for coordinating with USACE, scheduling work, resourcing labor and equipment.
- **Minot, North Dakota Flood Recovery 2011:** Project Superintendent/Manager: supervised all Emergency levee removal in Minot, Sawyer, and Burlington - responsible for lining sub contractors up, made sure they were in compliance. Finished job ahead of schedule.
- **Alabama Tornadoes 2011:** Site Manager for USACE ROE Debris Removal project in Lawrence and Limestone Counties, Alabama.
- **Alabama Tornadoes 2011;** Project Superintendent for Jefferson County, Alabama. Assisted with management of removal and reduction of over 1 million cubic yards of tornado debris.
- **Birdland Park Levee Improvements:** Surveyor, Des Moines Iowa, Survey site, built 3D tin surfaces for the Project, set up GPS equipment
- **Little Calumet River Flood Prevention Project:** Surveyor/Superintendent, Indiana, Survey site, set up GPS equipment, built 3D tin surfaces for project and supervised the construction of the concrete retaining wall
- **Puerto Rico Rio Fajardo Flood Control Project:** Surveyor. Responsible for all layouts, constructing job from data input, building 3D surface tins, designing a 60 acre Mitigation flood plain for Mangrove Trees, and Cross section with quantity reports.
- **Nassau Drive Subdivision and drainage work:** Supervised all layout and grade control
- **Hurricane Katrina 2005-2007:** Private Property Debris Removal project, New Orleans LA: Field Supervisor. Responsibilities included crew supervision, production and quality, scheduling and crew assignments, PPDR site inspections, enforcement of safety and quality standards, and documentation and record keeping. Levee reconstruction projects in Plaquemines Parish, LA: Site Superintendent. Responsible for crew supervision, compliance with project and USACE safety requirements, production quality, and equipment operations and maintenance, daily reports and inspections, and oversight of survey teams. Emergency levee repair project, St. Bernard Parish, LA: Site Superintendent. Responsible for Supervision of crews, compliance with project and USACE safety requirements, production, product quality, equipment operations and maintenance, daily reports and documentation, and site inspections. Site Superintendent, Lafreniere Park Restoration project, Metairie, LA. Responsible for management of crews, scheduling and assignments, production and project quality, compliance with project and USACE safety requirements, equipment inspection and maintenance, and site inspection and daily reporting. Site Superintendent, Caminada Restoration Project, Grand Isle LA. Responsible for management of crews, scheduling and assignments, production and project quality, compliance with project and USACE safety requirements, equipment inspection and maintenance, and site inspection and daily reporting. Restoration included proper capping of the entire site to meet local landfill requirements. Demolition Project, Hurricane Katrina response mission: Field Supervisor. Responsible for management of demolition crews, including subcontract crews, and conformance to strict company and USACE protocol specific to emergency demolition operations.

TRAINING/CERTIFICATIONS

- OSHA 10 hour safety training
- CPR First Aid Certified

Karl A. Dix, III, Project Superintendent

Mr. Dix has been involved in a management role in the disaster response industry for seven years. His experience includes project management, processing of FEMA paperwork, training sessions with clients, developing new record-keeping systems, and proposal production. His responsibilities include developing business relationships with current and potential clients, assisting with development of strategic plans, and management of assigned projects.

PROFESSIONAL EXPERIENCE

- **Hurricane Sandy 2012-2013.** Program lead, project administration, safety and support for multiple projects in NJ and VA. Responsible for removing sand and silt from Ocean City, staging at 2 sand staging areas and constructing 1.5 mile temporary berm the length of the island for protection against a Nor'easter 8 days later. Removed roughly 150,000 CYs across all projects.
- **Hurricane Isaac 2012.** Program lead, project administration, safety and support in response to Hurricane Isaac. Removed over 1,000,000 CY of debris from Mississippi River levees in Plaquemines Parish.
- **Virginia Derecho 2012.** Program lead/project manager for debris site management, grinding and disposal following a derecho event impacting Virginia.
- **North Dakota Flooding 2011.** Program lead, project administration for USACE emergency debris removal and mobile home group site construction missions after historic flooding in spring of 2011 near Minot, North Dakota. Removed over 55,000 tons of flood debris and emergency flood protection measures and constructed a 450 mobile home group site.
- **Hurricane Irene 2011.** Program lead, project administration, safety and support for response to Hurricane Irene's impact on the Atlantic coast. Removed over 110,000 CY of debris on 5 projects.
- **Alabama/Tennessee Tornadoes 2011.** Program lead, project management and administration, safety and support for 3 debris projects and 1 haul and install THUs in response to the April tornadoes. Removed over 240,000 CY across 2 municipal projects and contracted out as Operations Planner to Birmingham Industrial Construction for USACE emergency debris removal mission in Choctaw County. Acted as project administration during a 200 THU haul and install.
- **North Carolina Tornadoes 2011.** Program lead, project management and administration, safety and support for response to NC tornadoes on 3 separate projects. Removed over 130,000 CYs of disaster debris.
- **Kentucky Ice Storm 2009.** Project administration, safety and support for 2 debris removal projects. Removed over 1,100,000 CY of debris and removed over 5,000 hazardous trees and limbs.
- **Hurricane Ike 2008.** Project management and administration, safety and support for 2 debris removal projects. Removed over 1,200,000 CY of debris in Fort Bend County and City of Liberty.
- **Hurricane Dolly 2008.** Project administration, safety and support to debris removal in TX.
- **Hurricane Katrina, 2007.** Project administration and support for private property debris removal and demolition projects in the 4th and 9th Ward of New Orleans as a subcontractor.

EDUCATION/CERTIFICATIONS

- Bachelor of Business Administration, Emory University
- Currently working towards a Master's of Science in Threat and Response Management from the University of Chicago
- FEMA IS 100, 631, 632, 700, 701, 703, 800

Daniel Ortiz Soto, Site Manager

Mr. Ortiz has 11 years experience with Ceres Environmental Services, Inc. in debris processing and in the heavy construction field, including eight years as a supervisor. Mr. Ortiz's management experience includes multiple disaster recovery projects where he has held positions of Site Manager, TDSR Manager, Field Superintendent, and Crew Foreman. Mr. Ortiz has experience in planning, scheduling, and directing crews, reading plans, and staking grade. He has significant emergency response experience in operating equipment used for sorting, processing, and disposal of mixed, vegetative and C & D hurricane debris.

PROFESSIONAL EXPERIENCE

- **Winter Storm Alfred 2011.** Site manager for grinding of vegetative debris. Ceres managed over 320,000 CY of debris in two locations.
- **Flood Control, U.S. Army Corps of Engineers, Rio Puerto Nuevo 2008,** Site Manager for Floodway Control project which included river channelization and levee construction, clearing and grubbing in Puerto Rico; Management of approximately construction 5 crews
- **Hurricane Rita 2005,** Site Management for debris removal and disposal of approximately 4.5 million cubic yards of hurricane material; Lead reduction and processing of over 1.1 million cubic yards of debris
- **Hurricane Katrina 2005,** Site Manager for area reducing and processing of hurricane material; Operations management to TDSR sites for processing and disposal of material; Management of reduction and processing crews
- **Hurricanes Jeanne & Frances 2004,** Site Management for emergency temporary roofing installation in Florida
- **U.S. Army Corps of Engineers, Trinity River 2004,** Crew Foreman for Trinity River Dallas Floodway Extension project which included excavation and construction of swales, wetland, levees, and flood conveyance in Texas
- **U.S. Forest Service, Aviary Hospital 2005,** Crew Foreman and operations management for building construction of Aviary Bird Hospital which included site preparation and grading in Caribbean National Forest, Puerto Rico
- **U.S. Army Corps of Engineers, Lake Cerillos 2000,** Crew Foreman for flood control, water supply , recreation, fish & wildlife enhancement and channel improvements to Lake Cerillos in Puerto
- **Hurricane Georges 1998,** Crew Foreman and Site Management for removal, processing and disposal of 2.3 cubic million yards of mixed hurricane debris; Management of TDSR site

EDUCATION/CERTIFICATIONS

- Bilingual – Fluent in English and Spanish

Bruce A. Lewis, Site Superintendent

Mr. Lewis is a veteran U.S. Navy, Senior Chief (ret.), Construction Battalion, with 31 years experience in multi-million dollar on-site construction management, large-scale project coordination, land development, and development and supervision of staff and subcontractors. He has demonstrated success in commercial build-to-suit projects and a track record of working cooperatively and productively with diverse personalities within tight deadlines. He is responsible for coordinating and managing crew and subcontractors, materials, and equipment; budgets, schedules, and contracts; and safety of employees and the general public.

PROFESSIONAL EXPERIENCE

- **Site Manager**, Decker Construction, Inc, Lakeland FL, 2010. Supervised site work to completion of Tire Kingdom. Managed the completion of maintenance yard, two pavilions, landscaping, piping on the above ground Fire Dept water tanks. Expedited all aspects of project, schedule, materials, and budget. Communicated, planned activities with subcontractors and material suppliers.
- **Site Manager**, Philco Construction Corporation, Orlando, FL 2007 - 2009. Ordered and allocated resources including materials, labor and timelines; coordinated subcontracted skilled-labor crews, served as a liaison for staff, subcontractors and customers at all points of job implementation.
- **Superintendent**, Malcolmson Construction Company, Inc., Tampa, FL 1998 - 2007. Communicated, planned and sequenced all activities for all subcontractors and material suppliers and effectively implemented project within schedule and budget. Reviewed and tracked estimates and budgets, process invoicing, purchasing, effectively controlling overhead costs.
- **Superintendent**, Major Builders, Orlando, FL 1996 - 1998. Supervised start-to-finish construction of 7-Eleven Gas Stations. Oversaw performance of all trade contractors and reviewed project construction drawings to ensure that all specifications and regulations were followed.
- **Senior Chief (E-8)**, United States Navy, 1976-1996.
 - **Brigade Equipment Operations Supervisor**: Responsible for specialized data and billing for water well drilling, blasting and quarry, rock crusher and asphalt plant operation. Provided technical guidance and inspection on equipment and material requirements for vertical and horizontal overseas projects.
 - **Company Operations Chief**: Chief of Hurricane Hugo Disaster Recovery Team, SC. Supervised 150 personnel and over 350 pieces of automotive, construction, and materials handling equipment. Developed as-built drawings and construction progress reports.
 - **Unit Operations Chief**: Supervised 30 personnel and 10 projects simultaneously. Planned and advised on specifications for equipment operations, vertical and horizontal construction projects, building maintenance techniques, and quality and safety control. Equipment Operator Construction Inspector: Directed 20-man crew in paving, grading, hauling, and materials handling operations.

EDUCATION/CERTIFICATIONS

- Leadership Management Education
- Total Quality Leadership
- OSHA Safety Training
- Micro-Computer Construction Mgmt
- Public Works Mgmt License Examiner, Accident Investigator
- Equipment Operator Class C and Class A School
- First Aid and CPR
- Quality Control Planning and Estimating
- Asphalt Paving and Plant Operations
- Blasting and Quarry Operations
- Water Well Drilling and Development
- Equipment Operator Journeyman/ Seabee Construction Management

Matt Sharpe, Project Manager

Mr. Sharpe has been involved in management and supervision of disaster recovery projects for more than 13 years, including the Management of three USACE controlled projects in Mississippi during the aftermath of Hurricane Katrina. He has provided exemplary consulting services with various business clients improving operational efficiency and production and exceeding customer/clients expectations.

PROFESSIONAL EXPERIENCE

- **Hurricane Isaac 2012.** Project Manager for City of Kenner contract activation. Ceres removed almost 54,000 CY of vegetative and C&D debris, including bagged mixed debris, from the City rights-of-way in three weeks.
- **Haiti Earthquake 2010-present.** Provided project management and supervision to Haiti recovery operations including site evaluations, contract review, and estimating. Demolition and debris removal specialist chosen by the U.S. Air Force to represent the military on the Tripartite Planning Group.
 - Project Manager for Truitier Landfill Management contract, establishing and operating the rubble management site which included accepting, sorting, cleaning, and processing the rubble to be re-used in recovery efforts.
 - Project Manager for World Vision Liquid Waste Lagoon Hydrocarbon Materials Removal and Decommissioning. Ceres removed floating oils from the liquid waste lagoon located at the Truitier Landfill, then sanitized, emptied, and back-filled the lagoon while ensuring contaminated water did not enter the local water supply.
- **Ice Storms 2009,** Project management and supervision of operations for County cleanup of Winter Ice Storm in Kentucky; Trimmed, loaded, and hauled vegetative debris from County maintained rights-of-ways, meeting the County's deadline for completion of work while maintaining high safety records
- **Hurricanes Ike and Gustav 2008.** Managed six projects simultaneously, as a subcontractor, including Debris Removal for Harris and Chambers Counties TX, The City of Houston TX, FHWA funded TXDOT Routes, and East Baton Rouge LA, and lead the HHW removal for Vermillion Parrish LA.
- **Hurricane Katrina 2005.** Managed twelve Projects simultaneously, as a subcontractor, including 'turn-key' Debris removal and Disposal for Jones County, Covington and Green Counties, MS, Debris removal for Jackson and Harrison Counties, MS, Demolition for Orleans and St. Tammany Parishes, LA, rehabilitation of housing units for the Biloxi Regional Housing Authority and the City of Biloxi Public Housing Authority, and Interstate ROW clearing for LADOT and MSDOT.
- **Hurricane Wilma 2005.** Managed Debris removal operations, as a subcontractor, for Palm Beach and Martin Counties, FL.
- **Hurricane Season 2004 (FL).** Managed fourteen Debris removal and Reduction Projects simultaneously, as a subcontractor.
- **Other Activities 2003-2009.** Managed operations for ROW clearing project with CSX Rail in more than seven states, and Interstate Mowing and ROW Maintenance for GA, SC, NC, and TN.
- **CEO, Natco, Inc., 2001-2009,** Manager on multiple contracts throughout the U.S. for debris removal, processing, and disposal; supervision of daily production, daily work scheduling, coordination of debris collection crews, quality control, and safety compliance.
- **Owner, Professional Project Management, LLC., 1999-2002,** Acquired, managed, and closed various construction-based contracts.
- **Assistant Store Manager, Wal-Mart Corporation, 1991-1998,** Supported and Managed store operations with gross sales in excess of \$250M and 300 personnel.

EDUCATION/CERTIFICATIONS

- Associate's Degree, Emmanuelle College
- Continuing education in Accounting and Business Management from Gainesville Jr. College and Marketing from Georgia Southern University

Michael A. Lee, Estimator

Mr. Lee, an 19-year veteran of Ceres Environmental Services, Inc., provides quality control and project management to the company's heavy civil projects, including recent work on the reconstruction and repair to Louisiana levees which were breached by Hurricane Katrina storm surges and flooding. Mr. Lee is responsible for all phases of work regarding Ceres' environmental projects including quality control, due diligence assessments, sampling methodology expertise of hydrocarbons, solvents, and pesticides/herbicides; risk-based site assessment and evaluation; designing and conducting remedial investigations (RIs), soil vapor extraction, vacuum enhanced free product recover and air sparing pilot tests.

PROFESSIONAL EXPERIENCE

- **Birdland Park Levee Improvements:** Quality Control and administrative support to levee improvement project in Des Moines, Iowa. Work included increasing the levee's height, constructing six gatewells, and modifying existing pump stations to accommodate the new dimensions.
- **Flood Control, Little Calumet River 2009-2011,** Quality Control and administrative support to Calumet River Flood Control project which includes tree clearing and construction of a levee in Indiana
- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007,** Quality Control and management support to Floodway Control project which included river channelization and levee construction in Puerto Rico
- **Hurricane Katrina 2005,** Project Management to emergency levee repair and construction of approximately 12 miles of levees to Lake Ponchartrain and Plaquemines Parish, Louisiana
- **U.S. Army Corps of Engineers, Sulphur River 2005,** Project management, supervision, and quality control of excavation and environmental restorations to water control project including installation of pumps, soil treatment, and extraction remediation systems
- **U.S. Army Corps of Engineers, Trinity River 2004,** Quality Control and administrative support to Trinity River Dallas Floodway Extension project which included the excavation and construction of swales, wetland, levees, and flood conveyance in Texas
- **U.S. Army Corps of Engineers, Mississippi River 2003,** Quality Control and management support to Ambrough Slough Habitat Rehabilitation project which included excavation and construction of island to protection existing habitat in Wisconsin
- **U.S. Army Corps of Engineers, Mississippi River 2002,** Quality Control and management support to approximately 46,000 cubic yards of channel excavation, dredging, and installation of 11,000 tons of channel and flow protection in Minnesota
- **U.S. Army Corps of Engineers, Emergency Bank Stabilization 2001,** Quality Control and project management support to emergency bank stabilization to Mississippi River Lock & Dam 8 which included excavation of approximately 10,000 cubic yards of material, 5600 tons of bedding placement, and 13,000 tons of rip rap placement

EDUCATION/CERTIFICATIONS

- Bachelor's degree, Geology, University of Minnesota
- USACE CQM certified
- Professional Geologist (State License #: 30377)
- Lead Abatement Training for Supervisors
- Erosion and Sediment Control Plan Design training
- Ground Water Sampling, Water Well Construction, and Development Procedures training
- OSHA 40 Hour Hazmat Health and Safety
- First Aid/CPR certified

Stephen C. Black, Project Superintendent

Mr. Black has extensive experience in hurricane recovery operations as a monitor and as a contractor. He has allocated and directed manpower and equipment in a cohesive manner to accomplish assigned tasks; interfaced with federal and local governmental entities; and can handle multiple tasks simultaneously. He has handled business development responsibilities to USACE and counties and municipalities.

PROFESSIONAL EXPERIENCE

- **Field Supervisor-Terrebonne Parish** BFA Environmental, 2008 – 2009. Responded to Hurricanes Gustav and Ike for BFA as a Field Supervisor. Directed up to 60 personal and worked hand and hand with the local government and U.S. Army Corps of Engineers recovery efforts. Train contract monitors, participated in daily planning sessions with parish leaders, debris contractors and sub-contractors; issued work assignments to Q/As; supervised activity of monitors and contractor work crews. BFA monitors are trained in accordance with USACE and FEMA guidelines in the following operations: stumps, leaners and hangers, GPS work, asbestos removal, right-of-entry and private property debris removal, white goods, hazardous, tower monitoring, and right-of-way debris removal.
- **Assistant Project Manager / Superintendent** Natco, Inc, 2006 – 2008. Responsible for various construction jobs. Supervised construction crews and sub-contractors, issued work assignments. Worked with owners of property, local and state building inspectors, and OSHA to accomplish assigned tasks. Responsible for safety, ordering material, employee hours, security of property, and ensuring property is built to code and within time frame allowed.
- **Team Leader – Lake Charles / Calcasieu Parish**, BFA – PHR+A – SCS Engineering, LA, 2005 – 2006. Business Development for BFA Environmental. BFA contract with U.S. Army Corps of Engineers (USACE) to provide Quality Assurance (Q/A) monitors to support the USACE recovery efforts for Hurricanes Rita and Katrina in Louisiana. Designated by USACE to train contract monitors and USACE personnel; participated in daily planning sessions with USACE, debris contractors and sub-contractors; issued work assignments to 35 Q/As and 8 USACE Q/A personnel; supervised activity of monitors and contractor work crews. USACE Louisiana Recovery Field Office Certificate of Award for outstanding performance for the Louisiana Recovery Field Office mission.
- **Project Manager**, Iron Point Construction/Norris Construction, 2005. Managed crews in the debris recovery efforts for Hurricane Dennis in Pensacola, FL, Hurricane Wilma in West Palm Beach, FL, and for Hurricane Katrina in Waveland, MS and Bay St. Louis, MS. Responsible for hiring/firing and managing as many as 52 employees per job. Interfaced with federal and local officials; responsible for crew safety; followed USACE and FEMA guidelines in performance of tasks.
- **Project Manager**, Iron Point Construction/Norris Construction, 2004. Managed crews in the debris recovery efforts for Hurricanes Frances and Jeanne in Pinellas County, FL and Hurricane Ivan in Pensacola, FL. Interfaced with federal and local officials; followed USACE and FEMA guidelines in performance of tasks.
- **Project Manager**, Norris Construction, 2003 – 2006. During off season of storms, manage 4 to 12 employees; bid on jobs, responsible for safety per OSHA; painting, roofing, framing, heavy equipment, pressure washing, load & haul, maintenance.

EDUCATION/CERTIFICATIONS

- North Georgia Technical College
- 2005-2006 Hurricane Rita – USACE Louisiana Recovery Field Office Certificate of Award for outstanding performance for the Louisiana Recovery Field Office mission.

MILITARY EXPERIENCE

- U. S. Army – 82nd Airborne Division, Fort Bragg, NC. 1986 - 1989

Patricia Macey, Site Manager

Ms. Macey has over 11 years of supervisory experience in the construction field including personnel and subcontractor management, agricultural recycling operations, debris management, yard waste processing, landfill restoration/cover, and new construction. Ms. Macey also has direct experience operating heavy equipment and logging and grinding equipment. Her management duties as a Site Superintendent include: supervision of material receipts, production and sales; maintenance scheduling; crew and production scheduling; production operations; cost control and reduction; and enforcement of site safety requirements. Her experience managing debris removal operations for Hurricanes Frances, Jeanne, Katrina, Ike, Gustav, and the Ice Storm of 2009 in Kentucky makes Ms. Macey an invaluable resource to Ceres in performance of contract and emergency debris removal operations.

PROFESSIONAL EXPERIENCE

- **Hurricane Isaac 2012.** Project Superintendent for City of Kenner contract activation. Ceres removed almost 54,000 CY of vegetative and C&D debris, including bagged mixed debris, from the City rights-of-way in three weeks.
- **Haiti Earthquake 2010-present:** Acting as project superintendent for Truitier Landfill Debris Site Management Project in Port-au-Prince, Haiti for the Haitian Ministry of Public Works.
- **Ice Storms 2009:** Debris Removal Project Superintendent - worked with local officials and managed subcontractors for the 2009 Ice Storm in Hardin County, KY.
- **Hurricane Gustav 2008:** Debris Removal Project Superintendent - worked with local officials and managed subcontractors in East Baton Rouge, LA.
- **Hurricane Ike 2008:** Debris Removal Project Superintendent - worked in coordination with the USACE for TXDOT Emergency Road Clearance in the City of Kemah and Chambers County, TX.
- **Hurricanes Frances & Jeanne, 2004-2005:** Debris Removal Field Supervisor for SWA in Palm Beach County, FL.
- **Hurricane Katrina 2005 – 2007:** Debris Removal Field Supervisor in coordination with the U.S. Army Corps of Engineers in Livingston and Jefferson Parish, LA.
- **Site Supervisor, 2002-2006** for Ceres Southwest, Houston, Texas. Responsibilities included: supervision of receipt of recyclable materials, heavy equipment operations, grinder operation, researching and allocating future revenues, soil testing and compliance with outside agencies, maintaining product quality and overseeing proper ratios of soil mix recipe's, contaminant identification and segregation, and supervision of production and sales. Duties also included scheduling and completion of preventative maintenance for equipment; managing site personnel and scheduling work tasks; provision of weekly safety training for site personnel and enforcement of site safety requirements; and daily production reporting.
- **Assistant Manager, 2000-2002** for Ceres Southwest, Houston, Texas. Responsibilities included: supervision of receipt of recyclable materials, contaminant identification and segregation, heavy equipment operator, scheduling and dispatching outgoing mulch sales, inventory and ordering supplies, documentation of equipment maintenance, parts, fuel usage, and daily sales.
- **May 1999:** performed land-clearing operations including operation of CAT 330 and 320 excavators, D6 dozer, IT-38 wheel loader/grapple with root rake, and log skidder equipment. Responsible for operating various equipment to clear sites in preparation for dirt construction, reading blueprints and determining which trees were to be felled and burned, chipped, or logged based on contract and print requirements, assisted heavy hauler driver in loading and unloading various types of heavy equipment onto a low boy.
- **January 1999:** Responsible for the operation and maintenance of a horizontal grinder at a grinding site. Maintained and operated equipment, managed quality of material receipts and identified/removed contaminants, managed production rates and finished product quality.

EDUCATION/CERTIFICATIONS

- Hazardous Materials Awareness (8 hour course)
- 40 Hour Hazwoper Certification
- FEMA certified NIMS IS-100, IS-200, ICS 300, ICS 400, IS 630 & IS-700
- Fire Prevention and Protection, Emergency Response
- Ceres Authorized Equipment Operator (all); Grinder Operator (horizontal and tub)

Derek Pruner, Project Superintendent

Mr. Pruner has over 11 years of successful storm/debris/site management services in Fortune 1000 Engineering firms. He has consistently achieved top ranked performance in every position by bringing expertise, an outstanding work ethic and leadership to storm debris and site management. He is expert in overseeing contractors and personnel in the area of disaster/storm cleanup; recognized for driving local teams and contractors to complete government contracts on time, including adherence and monitoring of governmental regulations and avoidance of malfeasance or fraud; and leading local teams to surpass goals and objectives.

PROFESSIONAL EXPERIENCE

- **Project Superintendent / Safety Manager**, Winter Storm 2013, Sioux Falls, SD. Cleanup of vegetative storm debris. Responsible for overall safety, environmental compliance, traffic control, inspections and training.
- **Project Superintendent / Safety Manager**, Christmas Snowstorm 2012, Little Rock, AR. Overall safety & operations responsibility for performance, State & Federal environmental compliance standards, safety protocols for handling storm refuse, traffic control, sub-contractor inspections and safety compliance & training.
- **Project Superintendent / Safety Manager**, Superstorm Sandy 2012, Queens and Breezy Pointe, NY and Medford Township, NJ. Worked with Project Manager with responsibility for performance, contract, client satisfaction, DOT safety oversight, State & Federal environmental compliance standards, safety protocols for handling storm refuse.
- **Site Manager / EHS Manager**, Hurricane Isaac 2012, Jefferson Parish and Kenner, LA. Managed TDSR site after Hurricane Isaac. State & Federal environmental compliance standards, safety protocols for handling storm refuse, traffic control, sub-contractor inspections and safety compliance & training.
- **Project Superintendent**, Winter Storm Alfred 2011. Response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Project Superintendent**, Minot, North Dakota Flood Recovery 2011: supervised emergency levee removal in Minot, Sawyer, and Burlington.
- **Site Manager**, Haiti earthquake response 2010-2011. Providing site management for Haiti recovery operations contract to manage the TDSR at the Truitier Landfill in Port-au-Prince for the Ministry of Public Works and Communications (MTPTC).
- **Monitor/Certification Supervisor**, Neel-Schaffer Jackson, Mississippi 2009. Notable storms included Ice Storm of Greene County, Arkansas – 2009.
- **Monitor/Training/IT Support** for Automated Data Management System 2008, ROSTAN SOLUTIONS, A Division of Malcolm-Pirnie Inc. Tampa, FL. IT support for HaulPass ADMS (Automated Data Management System) in use with USACE in response efforts to Hurricane Ike in Texas and Louisiana.
- **Supervisor**, Inframatrix, A Division of Malcolm-Pirnie Inc. Tampa, Florida 2007. Mined and collected buried asset inventory and condition assessment data for water, wastewater sewer and storm water systems, refining and updating systems, maps and records when required, including recommendations for possible redesign efforts.
- **Quality Assurance Supervisor**, Malcolm Pirnie, Inc. Tampa, FL 2006. Partnered with Mobile Engineering, Mobile, AL as subcontractors to the USACE for Hurricane Katrina cleanup.
- **Dump Site Supervisor**, Malcolm Pirnie, Inc. Tampa, Florida 2004-2005. After Hurricanes Francis and Jean in 2004 and Wilma in 2005, set protocols for handling storm refuse.

EDUCATION/CERTIFICATIONS

- Associates Degree Business Administration Management, College of Westchester White Plains, NY
- USACE CQM
- FEMA IS Courses: IS26, 33, 100a, 100HE, 102, 120a, 130, 139, 200, 230, 235, 240, 288, 293, 631, 632, 700a, 701a, 800b, 801- 814, 1900
- USAF – Honorable Discharge, Holloman Air Force Base, New Mexico, Crew Chief, F-4's, F-15's

Betsy Pease, Project Accountant

Ms. Pease brings years of extensive accounting management experience to her work as a project accountant on various contracts for Ceres Environmental Services, Inc. She is responsible for maintaining accounting procedures to ensure proper data tracking and correct invoicing to clients, as well as payment reconciliation with subcontractors. She oversees data entry and invoicing procedures during storm projects, as well as completing reconciliation of projects after work is accepted.

PROFESSIONAL EXPERIENCE

- **Hurricane Isaac 2012.** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Winter Storm Alfred 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **North Dakota 2011 Flood Recovery** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and client, subcontractor payments, and billings to client.
- **Hurricane Irene 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Alabama Tornadoes 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Haiti Earthquake 2010 - Present** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to client.
- **Ice Storms 2009,** Project Accountant managing the set up, extraction and maintenance of databases to prepare A/R billings to clients in Kentucky; Reconciliation of all tickets with the clients; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions.
- **Hurricane Ike 2008,** Project Accountant managing design, extraction of data and maintenance of databases for multiple contracts in Texas
- **Hurricane Gustav 2008,** Project Accountant managing the set up, extraction, and maintenance of databases to prepare A/R billings to the clients in 3 Parishes in Louisiana; Reconciliation of all tickets with the clients; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions; Liaison with Parishes and subcontractors to insure data and procedural integrity and security
- **Hurricane Dolly 2008,** Project Accountant managing the design, extraction of data and maintenance of databases to prepare A/R billings to the clients in Texas; Reconciliation of all tickets with the clients; Preparation of all subcontractor payments, reconciliation and management of accounts, management of internal audit functions;
- **Hurricane Katrina 2005,** Project Accountant managing the design, extraction of data, maintenance of databases to prepare A/R billings to the U.S. Army Corps of Engineers; Reconciliation of all payments with USACE; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions; Administrative support to project manager compiling data for submissions to USACE relating to the Hurricane Katrina service contract; Management and processing of payables for Hurricane Katrina service contract
- **Executive Analyst,** George S. May International 2003-2005, Financial Management and leadership in determining areas of weakness in accounting controls and bookkeeping.
- **CFO/Director of Administration & Special Projects,** Hospitality Enterprises 2002-2003, Management and direction to restructuring of accounting department and development and implementation of standard processes, procedures, and a common IT platform

EDUCATION/CERTIFICATIONS

- Business Accounting, University of Alaska
- International Business Law, Lewis & Clark College, Oregon
- Accounting Software training: Maxwell Systems and Sage Timberline Accounting
- Systems Integration training
- Fiscal Planning and Control training

Ernie Pliscott, Project Specialist

Mr. Pliscott brings 7 years extensive debris and emergency roofing management experience to Ceres Environmental Services, Inc. Mr. Pliscott has worked in multiple roles for debris and roofing projects such as Project Manager, Assistant Project Manager, Project Superintendent and Crew Foreman. Mr. Pliscott assumes responsibilities including providing project supervision, supervising subcontractors and Ceres crews in the field, assisting in the procurement of pre-event Contracts and securing TDSR sites.

PROFESSIONAL EXPERIENCE

- **Ice Storm 2009**, Project Superintendent in Livingston County; Project Management support of County cleanup of Winter Ice Storm in Kentucky; Trimmed, loaded, and hauled vegetative debris from County maintained rights-of-way meeting the County's deadline for completion of work while maintaining high safety records
- **Hurricane Ike 2008**, Operations management support of county and city debris removal and disposal including hauling of 330,000 cubic yards meeting County's deadline for completion of work maintaining very high safety standards in Texas
- **Hurricane Gustav 2008**, Field Operations management and support for emergency debris removal and disposal of over 1.9 million cubic yards of storm debris; Trimming and removal of hazardous trees; Removal and disposal of white goods in East Baton Rouge Parish
- **Hurricane Dolly 2008**, Project Superintendent and operations support for debris removal, processing, and disposal; Supervised load and haul crews that hauled more than 400,000 cubic yards of debris from the ROW; Mobilized and operated field crews to remove, reduce and dispose of hurricane debris and provide cleanup services in Cameron County, Texas
- **Hurricanes Charlie, Frances and Katrina**; Velocity Holdings, LLC 2004-2007, Directed the operations and management of crews throughout Florida and Mississippi for emergency temporary roof repairs and installation resulting from Hurricanes Charlie, Frances and Katrina during hurricane seasons 2004 and 2005; Contracted with Ceres Environmental Services, Inc. during summer 2006 and 2007 to negotiate with sub-contractors to haul debris in the event of a storm in the Virgin Islands; Secured TDSR sites in Florida and Texas
- **Sales Representative**, Southeast Laundry Systems, 2000-2004, Management for annual sales in commercial laundry equipment in Southwest Florida selling to the hospitality and institutional companies
- **Sales Representative**, Simplex Fire Alarm, 1998-2000, Management for fire alarm systems sales to electrical contractors and end users; Responsible for Dade and Broward counties in Florida
- **Sales Representative**, Lodging Technologies, 1995-1998, Management for energy management systems sales to hotels and commercial facilities; Responsible for sales throughout South Florida from Palm Beach to the Florida Keys

EDUCATION/CERTIFICATIONS

- Electrical Engineering, Penn State University, Scranton, PA

Timothy Zanor, Imaging Supervisor, IT Support

Mr. Zanor brings 16 years professional experience to Ceres Environmental Services, Inc. of both direct and remote computer support administration with extensive experience in multi-workstation and server configurations including network administration for Novel, Microsoft, AppleTalk and Banyan Vines systems. Mr. Zanor has maintained management for the day to day operations of the LaserFiche electronic document library, image scanning and maintenance of electronic document retention guidelines. Mr. Zanor is proficient in multiple software including Maxwell Systems, Citrix, RMS/QCS, SQL Servers, VOiP Systems, Blackberry Servers and Exchange Servers. He has held various systems positions including IT Manager, Network Administrator and Systems Administrator.

PROFESSIONAL EXPERIENCE

- **Hurricane Isaac 2012** providing network administration, technical support, imaging and systems maintenance support to hurricane recovery contracts in Louisiana.
- **Winter Storm Alfred 2011** providing network administration, technical support, imaging and systems maintenance support to winter storm recovery projects in Connecticut.
- **North Dakota Flood Recovery 2011** providing network administration, technical support, imaging and systems maintenance support to flood recovery operations.
- **Hurricane Irene 2011** providing network administration, technical support, imaging and systems maintenance support to hurricane recovery operations in Virginia and North Carolina.
- **Alabama Tornadoes April 2011**, Network administrative, imaging and systems maintenance support to debris clean up in nine Alabama locations which included trimming, loading, and hauling of debris. Also administrated data management and tabulation for Jefferson County and the City of Jasper.
- **Haiti Earthquake 2010 - present**, providing network administration, technical support, imaging and systems maintenance support to earthquake recovery operations in Port-au-Prince, Haiti.
- **Ice Storm 2009**, Network administrative, imaging and systems maintenance support to emergency debris clean up after Winter ice storm which included trimming, loading, and hauling of vegetative debris for county rights-of-ways in Kentucky
- **Hurricane Ike 2008**, System and electronic resources administration and operations support to county and city debris removal and disposal in Texas
- **Hurricane Gustav 2008**, Procurement, installation and configuring of network servers and workstations in support of field operations for emergency debris removal and disposal of over 1.9 million cubic yards of debris in Louisiana; Imaging support for debris tickets; Creation of wide area network (WAN) for secure TDSR sites and field offices; Maintenance management of network systems and electronic resources
- **Hurricane Dolly 2008**, Network administration and system maintenance support to debris removal, processing and disposal operations from county rights-of-ways in Texas
- **Iowa Flood 2008**, System support including network and internet access security to field operations for debris removal and disposal which also included white goods, C & D, and household hazardous waste removal and disposal in Iowa
- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007**, Procurement, configuration, and IT support for Floodway Control (USACE) project in Puerto Rico
- **U.S. Army**, Aviation Battalion 1st Platoon Utility and Battalion Commanders Helicopter Crew Chief, Aviation Life Support Officer, and NBC Officer responsible for nuclear, biological, and chemical warfare prevention.

EDUCATION/CERTIFICATIONS

- Program Microcomputers Specialist, Century College
- Bachelor's degree, Information Technology, Colorado Technical University (in progress)
- Network Operating Systems training: Novell2.x, 3.1x, 4, & 5; Microsoft SBS; and Microsoft LAN
- LaserFiche Administrator, user ver. 8.0 training; LaserFiche Quick Fields ver. 7.0 training
- Advanced Utility Helicopter Repair training
- Nuclear, Biological, Chemical (NBC) protection training
- Aviation Life Support (ALS) training

Michael Hansen, Resources Manager

Mr. Hansen brings over 21 years of resources management to Ceres Environmental Services, Inc. Mr. Hansen has been instrumental in several debris and construction projects providing support in the areas of operations, logistics, safety, heavy equipment, ground equipment and purchasing. In addition to logistics and resources management to emergency response projects, he oversees the day to day management and maintenance of office equipment, safety equipment, mechanical equipment, heavy equipment, electronic equipment, and fleet vehicles.

PROFESSIONAL EXPERIENCE

- **Hurricane Isaac 2012** Operations and Logistics Manager for recovery efforts in Louisiana.
- **Winter Storm Alfred 2011** Operations and Logistics Manager for recovery efforts in two Connecticut contracts.
- **North Dakota Flood Recovery 2011** Operations and Logistics Manager for shipping supplies and equipment for three flood recovery projects.
- **Hurricane Irene 2011** Operations and Logistics Manager for shipping supplies and equipment for two hurricane recovery projects.
- **Alabama Tornadoes April 2011**, Operations and Logistics Manager for shipping supplies and equipment to and between four projects.
- **New Zealand Earthquake 2011 – Present**. Logistics Manager in charge of shipping supplies and equipment for operations in New Zealand.
- **Haiti Earthquake 2010 - Present**, Logistics Manager in charge of shipping supplies and equipment for operations in Haiti.
- **Ice Storm 2009**, Operations and logistics management and support for debris removal and disposal from county rights-of-ways in Kentucky
- **Hurricane Ike 2008**, Operations and resources management for debris removal and disposal for 11 different locations; Logistics management of positioning, establishing and set up of field offices in Texas
- **Hurricane Gustav 2008**, Resources and operations management for debris removal and disposal in Louisiana; Positioned, located, and set up of field offices including maintenance
- **Hurricane Dolly 2008**, Operations, logistics, and resources management and support providing critical resources such as equipment, personnel, office equipment, and networks to debris removal and disposal in Texas
- **Iowa Flood 2008**, Project administrative and operations support for debris removal due to Cedar River flooding in Iowa
- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007**, Operations, logistics and resources management to Floodway Control project in Puerto Rico including shipping and receiving equipment
- **Ice Storm 2007**, Operations and resources management to debris removal in response to Winter Ice Storm in Oklahoma
- **Hurricane Katrina 2005**, Operations and logistics management support to debris removal, processing, and disposal operations of over 13 million cubic yards of storm debris in Louisiana
- **U.S. Coast Guard**, Auxiliary Service Engineer, EMT, Fuel/Oil & Water Engineer, and Machinery Technician which included responsibility of mechanical engineer on station and watercraft providing oversight to engines, boilers, generators, propulsion units, HVAC units, watercraft and aircraft refueling

EDUCATION/CERTIFICATIONS

- Forestry, Biology, and Business Management, Northland College, Wisconsin.
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, IS-700
- USACE CQM certified
- OSHA 10 Hour Construction Safety & Health
- First Aid/CPR certified



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

NORTH BAY VILLAGE **MEMORANDUM**

DATE: December 30, 2014

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

FROM: Frank K. Rollason
Village Manager

SUBJECT: Approval of Pricing Renewal - *The Miami Herald Media Company* -
Public Notices

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving the renewal pricing for publishing the Village's public notices in the *The Miami Herald Media Company*.

BACKGROUND:

Pursuant to State and local laws, the Village is required to publicize notices of public hearings, meeting notices, and other Village actions. Section 30.07 of the Village Code requires the Village to advertise public notices regarding ordinance adoption in a newspaper of general circulation in the Village.

The Village has maintained the *Miami Herald Neighbors* as its publishing vendor for several years now, since the publication has become a familiar daily circulation throughout the Village. The contract calls for a commitment of 48 notices during the contract year in order to enjoy the reduced rate as opposed to an open rate in the local section.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lin

Advertisement in the *Miami New Times*, the *Sun Sentinel*, and the *Miami Daily Business Review* will be lower, but these publications are not circulated daily and they do not fulfill the need that the *Neighbors* provide to have information readily available to the residents.

BUDGETARY IMPACT:

Funds are appropriated in the FY 2015 budget for newspaper advertisements. No cost will be incurred for entering into the contract.

PERSONNEL IMPACT:

None

CONTACT:

Frank K. Rollason
Village Manager

Yvonne P. Hamilton, CMC
Village Clerk



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD MEDIA COMPANY*; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING RENEWAL PRICING FOR PUBLISHING THE VILLAGE'S PUBLIC NOTICES IN THE *MIAMI HERALD MEDIA COMPANY*; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED AGREEMENT; AUTHORIZING THE VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (*INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON*)

WHEREAS, North Bay Village has utilized the services of "*The Miami Herald Media Company*" to publish the Village's public notices required by State and local laws; and

WHEREAS, the Village Manager hereby recommends that the Village Commission renew the pricing with "*The Miami Herald Media Company*" for publishing the Village's public notices in the *Neighbors* in accordance with agreement attached hereto as Exhibit "1" (the "Agreement").

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

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

Section 2. Approval of Renewed Pricing Terms. The pricing terms for the *Miami Herald Media Company* for publishing the Village's public notices are hereby approved for renewal from January 1, 2015 through December 31, 2015 as shown on the retail advertising rates attached as "Exhibit 1".

Section 3. Execution of any Required Agreement. The Village Manager is authorized to execute any required agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee are authorized to implement the terms and conditions of any such agreements.

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

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

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution-*Miami Herald Neighbors*.

2014 Miami-Dade Zoned Editions Retail Advertising Rates

The Miami Herald Frequency Contract Rates

Miami-Dade Neighbors

Zoned Neighbors sections offer advertisers the opportunity to target their advertising to specific circulation areas of The Miami Herald in Miami-Dade County. These neighborhood tabloids are inserted in The Miami Herald every Thursday and Sunday. Neighbors completely cover Miami-Dade County with six editions. Neighbors sections are tabloid-size products.

Miami-Dade Neighbors Circulation by Zone

Circulation*

Zone	Thursday	Sunday
1	10,361	23,246
2	20,433	30,232
3	9,228	17,649
4	13,610	23,286
5	8,090	16,767
6	16,943	26,839
TOTAL	78,665	138,019

*Source: AAM Circulation Audit, 2012, MHMC Research Dept.

ZONES

Zone 1: Homestead, Florida City, South Dade, West Kendall, Redland, Country Walk, Kendale Lakes, Hammocks

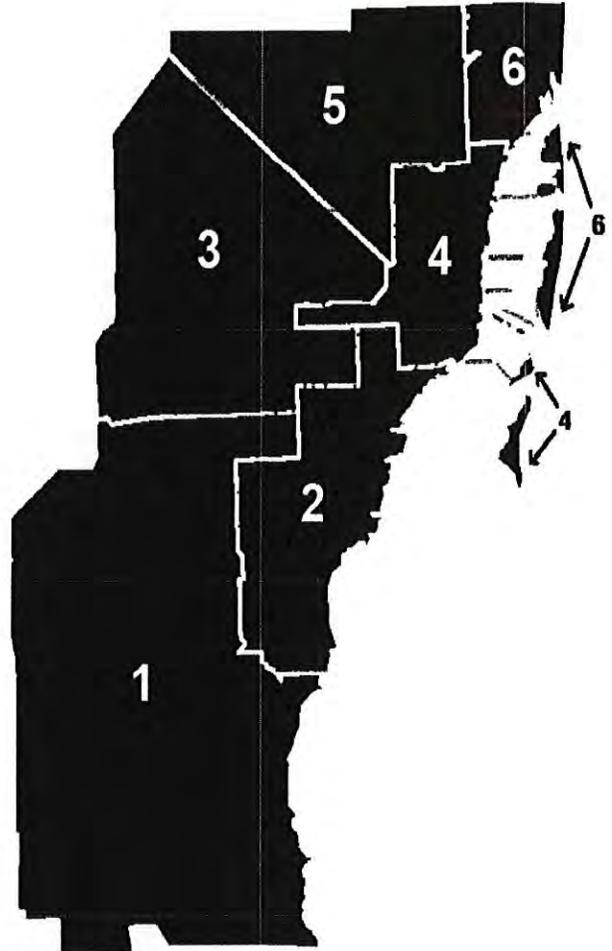
Zone 2: Coconut Grove, Coral Gables, South Miami, Pinecrest, Palmetto Bay, Cutler Bay, Killian, Richmond Heights, The Falls, Lakes by the Bay

Zone 3: Doral, Miami Springs, Sweetwater, West Miami, Medley, Westchester, Virginia Gardens

Zone 4: Miami, Key Biscayne, Upper East Side, Overtown, Liberty City, Miami Shores El Portal, Biscayne Park, Brickell

Zone 5: Hialeah, Miami Gardens, Opa-locka, Miami Lakes, Hialeah Gardens

Zone 6: Aventura, North Miami, North Miami Beach, Highland Lakes, Miami Beach, Surfside, N. Bay Village, Bal Harbour, Bay Harbor Islands, Golden Beach, Fisher Island, Sunny Isles



Miami-Dade Neighbors Space Rates

Zone 1 Thursday

	1x	6x	13x	26x	39x	48x
Full page	959	703	609	469	450	422
1/2 page	854	467	436	386	357	328
1/3 page	683	374	349	309	286	263
1/4 page	512	280	262	232	214	197
1/6 page	341	187	174	155	143	131
1/8 page	233	127	119	105	97	90
1/12 page	171	93	87	77	71	66

Zone 1 Sunday

	1x	6x	13x	26x	39x	48x
Full page	1,384	1,001	842	667	641	601
1/2 page	1,317	668	616	546	517	484
1/3 page	1,054	534	493	436	414	388
1/4 page	790	401	370	327	310	291
1/6 page	527	267	246	218	207	194
1/8 page	359	182	168	149	141	132
1/12 page	263	134	123	109	103	97

Zone 2 Thursday

	1x	6x	13x	26x	39x	48x
Full page	1,754	1,285	1,114	857	823	771
1/2 page	1,561	854	797	706	653	600
1/3 page	1,249	684	638	565	523	480
1/4 page	936	513	478	424	392	360
1/6 page	624	342	319	283	261	240
1/8 page	426	233	217	193	178	164
1/12 page	312	171	159	141	131	120

Zone 2 Sunday

	1x	6x	13x	26x	39x	48x
Full page	1,901	1,375	1,157	917	880	825
1/2 page	1,809	918	846	750	711	666
1/3 page	1,447	734	677	600	569	532
1/4 page	1,086	551	508	450	426	399
1/6 page	724	367	339	300	284	266
1/8 page	493	250	231	204	194	182
1/12 page	362	184	169	150	142	133

Zone 3 and Zone 5 Thursday

	1x	6x	13x	26x	39x	48x
Full page	809	593	514	395	380	356
1/2 page	720	394	368	326	301	277
1/3 page	576	315	294	261	241	221
1/4 page	432	237	221	196	181	166
1/6 page	288	158	147	130	121	111
1/8 page	196	108	100	89	82	76
1/12 page	144	79	74	65	60	55

Zone 3 and Zone 5 Sunday

	1x	6x	13x	26x	39x	48x
Full page	1,164	842	709	561	539	505
1/2 page	1,108	562	518	459	435	407
1/3 page	886	449	415	367	348	326
1/4 page	665	337	311	275	261	244
1/6 page	443	225	207	184	174	163
1/8 page	302	153	141	125	119	111
1/12 page	222	112	104	92	87	81

Zone 4 Thursday

	1x	6x	13x	26x	39x	48x
Full page	1,168	856	742	571	548	514
1/2 page	1,040	569	531	470	435	400
1/3 page	832	455	425	376	348	320
1/4 page	624	341	319	282	261	240
1/6 page	416	228	212	188	174	160
1/8 page	284	155	145	128	119	109
1/12 page	208	114	106	94	87	80

Zone 4 Sunday

	1x	6x	13x	26x	39x	48x
Full page	1,526	1,104	929	736	706	662
1/2 page	1,452	736	679	602	570	534
1/3 page	1,162	589	543	481	456	427
1/4 page	871	442	408	361	342	320
1/6 page	581	295	272	241	228	214
1/8 page	396	201	185	164	156	146
1/12 page	290	147	136	120	114	107

Zone 6 Thursday

	1x	6x	13x	26x	39x	48x
Full page	1,428	1,047	907	698	670	628
1/2 page	1,271	696	649	575	532	489
1/3 page	1,017	557	519	460	425	391
1/4 page	762	417	390	345	319	293
1/6 page	508	278	260	230	213	195
1/8 page	347	190	177	157	145	133
1/12 page	254	139	130	115	106	98

Zone 6 Sunday

	1x	6x	13x	26x	39x	48x
Full page	1,688	1,221	1,028	814	782	733
1/2 page	1,606	815	752	666	631	591
1/3 page	1,285	652	601	532	505	473
1/4 page	964	489	451	399	379	355
1/6 page	643	326	301	266	252	236
1/8 page	438	222	205	182	172	161
1/12 page	321	163	150	133	126	118

Multiple Zone Discounts

- Run in two zones and receive a 5% discount in each zone.
- Run in three to five zones and receive a 10% discount in each zone.
- Run in all six zones and receive a 15% discount in each zone.
- Multiple zone discount applies to color and space.
- Multiple zone ads will count towards contract fulfillment.
- To receive multiple zone discount, ads must be the same size and same copy in each zone.

Color Rates

Per zone	Spot	Full
1/2 page to full page	100	250
Less than 1/2 page to 1/4 page	50	125
Less than 1/4 page	35	85

All Miami-Dade Zones	Spot	Full
1/2 page to full page	600	1,500
Less than 1/2 page to 1/4 page	300	750
Less than 1/4 page	210	510

Contract Fulfillment

Advertisers can fulfill their contracts as shown below:

- 6x commences with first insertion date, expires 13 calendar weeks
- 13x commences with first insertion date, expires 26 calendar weeks
- 26x commences with first insertion date, expires 52 calendar weeks
- 52x commences with first insertion date, expires 52 calendar weeks
- Each insertion will be counted towards contract fulfillment. If advertiser publishes three (3) ads in different zones on same day, each ad will count towards contract fulfillment.
- Frequency is based on the number of ads. Advertisers can run any modular ad size.

Holiday Rates and Circulation

We provide Sunday circulation of the Miami Herald and El Nuevo Herald to all subscribers on the following days: Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Day Before Christmas, Christmas Day, Day After Christmas, New Year's Eve Day and New Year's Day. These days are charged at the Sunday contract rate and include Sunday pricing of color and any other applicable premiums.

Category Rating

Political advertisers will be rated at 26x frequency rates.
 Advocacy advertisers will be rated at 26x frequency rates.

Charity advertisers will be rated at 48x frequency rates.
 Academic advertisers will be rated at 26 frequency rates.
 Tribute ads will be rated at 48x frequency rates

Restaurant Business Builder

Combo Broward Weekend, Tropical Life Sunday (Broward), Tropical Life Thursday (Broward) and Miami.com
 The perfect restaurant advertising solution delivering the best results for your restaurant by reaching the market and your neighborhood. Consistent, easy and affordable.
 Package price includes 30-day adlink on Miami.com.

	2 col x 5"	3 col x 5"
13X B&W	374.00	478.00
26X B&W	305.00	388.00
Annual (48x) B&W	275.00	348.00

Auto Care

An Auto Care ad (2 col x 5" B&W) can be placed in Wednesday's El Nuevo Herald and one Miami-Dade Neighbors zone on Thursday and Sunday as low as \$260 (26x).
 Package price includes 30-day adlink on MiamiHerald.com/Cars channel.

1x	6x	13x	26x
355.00	320.00	290.00	260.00

Everything for Kids

An Everything for Kids ad (2 col x 5" B&W) can be placed in Wednesday's El Nuevo Herald and one Miami-Dade Neighbors zone on Thursday and Sunday as low as \$260 (26x).
 Package price includes 30-day adlink on MomsMiami.com.

1x	6x	13x	26x
355.00	320.00	290.00	260.00

Health and Fitness

A Health and Fitness ad (2 col x 5" B&W) can be placed in Wednesday's El Nuevo Herald and one Miami-Dade Neighbors zone on Thursday and Sunday as low as \$260 (26x).
 Package price includes 30-day adlink on MiamiHerald.com/ living channel on MiamiHerald.com.

1x	6x	13x	26x
355.00	320.00	290.00	260.00

Golf Banner Page

Publishes every Friday in Miami Herald Sports. Package price includes 30-day adlink on Miami.com/Sports on MiamiHerald.com/Community-News.
 2 col. x 3" B&W \$498
 2 col. x 6" B&W \$996

Cancellation Fees

ROP Premium positions defined as spadeas, Double Trucks and Section A Front Page strips in The Miami Herald, el Nuevo Herald, Caliente and Yes (Sunday Select) publishing on January 1 July 4, February 14, February 17, May 26, September 1, and during November and December will be subject to a mandatory cancellation fee.

Once Advertiser reserves Publication Date (s) for ROP premium position(s) for any of the positions and dates outlined above, Advertiser cannot cancel or change that date(s) unless Advertiser delivers written notice of change or cancellation to MHMC not less than seven(7) business days prior to publication date. If Advertiser's written notice is not timely, or if Advertiser otherwise fails to keep the Publication Date for such premium positions, then unless the advertising runs as scheduled Advertiser agrees to pay a cancellation fee equal to 25% of the reserved ad position amount.

Contact Information

For more information on these and other Miami Herald products, contact your Miami Herald representative or call our Advertising Offices:
 Display Advertising Main Office: 800-766-2820
 Email us: adinfo@miamiherald.com
 Be sure to visit MiamiHeraldAdvertising.com. All rates current at time of publication.

Miscellaneous Notes

- For information regarding contracts/policies/terms, please refer to contracts Policies/Terms rate card (H1).
- For information regarding deadlines, please refer to Deadlines rate card (H2).
- For information regarding mechanical requirements, please refer to Mechanical Requirements rate card (H3).

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE ENTITLED "GARBAGE, TRASH, AND WEEDS" TO INCLUDE SECTION 94.020 TO PROHIBIT THE SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES BY VILLAGE CONTRACTORS; AMENDING CHAPTER 97, "PARK RULES AND REGULATIONS" TO INCLUDE SECTION 97.04(13), PROHIBITION ON POLYSTYRENE; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, North Bay Village has a duty to protect the natural environment, the economy, and the health of its citizens; and

WHEREAS, reusing food ware and using compostable food ware made from renewable resources help to reduce the negative environmental impacts of disposable and non-compostable food service ware; and

WHEREAS, polystyrene foam is a common and persistent environmental pollutant; and

WHEREAS, polystyrene foam is notorious as a pollutant that breaks down into smaller, non-biodegradable pieces that are ingested by marine life and other wildlife thus harming or killing them; and

WHEREAS, due to the physical properties of expanded polystyrene, the EPA states that "such materials can have serious impacts on human health, wildlife, the aquatic environment and the economy; and

WHEREAS, polystyrene materials constitute a portion of the litter in the Village's streets, parks, public places, and waterways; and

WHEREAS, the goal of the Village is to replace expanded polystyrene food service articles with reusable, recyclable or compostable alternatives; and

WHEREAS, this Ordinance will preserve and enhance the environment of the Village; and

WHEREAS, the Commission finds that this Ordinance is necessary for the preservation of the public health, safety, and welfare of the residents of the Village.

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

Section 1. Recitals Adopted. The above stated recitals are true and correct and incorporated herein by this reference.

Section 2. Village Code Amended. Chapter 94, Section 94.020 of the North Bay Village Code is created to read as follows¹:

§ 94.020 Prohibition regarding sale or use of expanded polystyrene food service articles by Village contractors.

(A) Definitions. For purposes of this section, or as applicable by reference in other sections, the following definitions apply.

1. Village contractor means a contractor, vendor, lessee, concessionaire of the Village, or operator of a Village facility.

2. Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

3. Expanded polystyrene food service article means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of Expanded Polystyrene.

(B) Village contractors shall not sell, use, provide food in, or offer the use of Expanded Polystyrene Food Service articles in Village facilities or on Village property. A violation of this section shall be deemed a default under the terms of the Village contract, lease, or concession agreement. This subsection shall not apply to Expanded Polystyrene Food Service Articles used for prepackaged food that have been filled and sealed prior to receipt by the Village Contractor.

(C) Any Village contract, lease, or concession agreement entered into prior to the effective date of this section shall not be subject to the requirements of this section, unless the Village Contractor voluntarily agrees thereto.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

Section 3. **Chapter 97.04(13) of the Village Code is created to read as follows:**

§ 97.04(13)

It shall be unlawful for any person to use, carry, place or discard any Expanded Polystyrene (as defined in Section 94-03 of the Village Code) product into any park within the Village.

Section 4. **Conflicts.** All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are repealed.

Section 5. **Codification.** This ordinance shall be codified and become part of the North Bay Village Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word ordinance shall be changed Section or other appropriate word.

Section 6. **Severability.** If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. **Effective Date.** This Ordinance shall take effect immediately upon enactment.

A motion to approve the foregoing Ordinance on first reading was offered by _____, seconded by _____.

The Votes were as follows:

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

A motion to approve the foregoing Ordinance on first reading was offered by _____, seconded by _____.

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED this ____ day of ____ 2015

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance: Prohibition on the sale and use of Styrofoam Products.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Dr. Richard Chervony 
Commissioner

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 94 OF THE VILLAGE CODE ENTITLED "GARBAGE, TRASH, AND WEEDS" TO INCLUDE SECTION 94.020 TO PROHIBIT THE SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES BY VILLAGE CONTRACTORS; AMENDING CHAPTER 97, "PARK RULES AND REGULATIONS" TO INCLUDE SECTION 97.04(13), PROHIBITION ON POLYSTYRENE; PROVIDING FOR CONFLICT, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

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

RC:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



NORTH BAY VILLAGE POLICE DEPARTMENT

12A

RECOMMENDATION MEMORANDUM

DATE: December 30, 2014

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

RECOMMENDED BY STAFF / COMMISSIONER:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
Robert Daniels, Chief of Police 

SUBJECT: Request for approval of Resolution to execute an Interlocal Agreement with the Town of Golden Beach for the purchase of a used Police Boat and Trailer.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving an agreement with the Town of Golden Beach, for the purchase of a used Police Boat and Trailer at a cost of \$50,000, over three years.

BACKGROUND:

The Marine Patrol used to operate a Seavee Boat which was sold since it was under-powered and affected its performance, maneuverability, and maintenance. This in turn affected the officers' effectiveness and performance on the water.

In order to be prepared if an emergency arises and to properly investigate and enforce violations within the waterways of the Village, it is imperative that the Village obtain an adequate vessel.

FINANCIAL IMPACT:

The \$50,000 for the purchase of the Police Boat and the Trailer will be taken from the Law Enforcement Trust Funds, with equal annual payments for 3 years of \$16,666.67.

PERSONNEL IMPACT:

Current Department Personnel and future Reserve Police Officers will be hired to operate the Marine Patrol Unit.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 19, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TOWN OF GOLDEN BEACH, FLORIDA, FOR THE PURCHASE OF A 2005 29-FOOT DONZI POLICE BOAT AND THE ACCOMPANYING 2005 GRAY BOAT TRAILER FROM THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TOWN OF GOLDEN BEACH, FLORIDA, FOR THE PURCHASE OF A 2005 29-FOOT DONZI POLICE BOAT AND THE ACCOMPANYING 2005 GRAY BOAT TRAILER FROM THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON).

WHEREAS, North Bay Village (the “Village”) desires to enter into an agreement with the Town of Golden Beach (the “Town”) for the purchase of the Police Boat and Trailer under the terms and conditions set forth in the Interlocal Agreement (the “Agreement”) attached hereto as Exhibit 1.

WHEREAS, under Florida State Statutes, the Town’s Ordinances under Sec. 2-306 and 2-308, provide for the Town to sell surplus property; and

WHEREAS, the Town’s Acting Police Chief, Rudy Herbello, evaluated the Police Boat, which is a 2005 29-foot Donzi, with 2 Mercury Verados 250 horsepower engines, white in color with vehicle identification number (VIN) FL6510MW (Motors-Mercury Marine Model #1250V23ED, Serial #1B768317 and #1250V24ED, Serial #1B768249), and the Trailer which accompanies the Police Boat, gray in color with identification number 234108, for their continued use by the Town’s Police Department; and

WHEREAS, the above referenced department head determined that the Police Boat is no longer cost effective for the Town to maintain and operate and is surplus to the needs of the Town; and

WHEREAS, the above referenced department head reported this determination to the Town Manager, Alexander Diaz; and

WHEREAS, the Town Manager, Alexander Diaz, has reviewed the determination regarding the Police Boat and Trailer and concurs in the assessment; and

WHEREAS, the Town Council concurs in the assessment, finds that the Police Boat and Trailer have monetary value, and should be sold to the North Bay Village (the “Village”) for an amount of \$50,000 to be paid within 3 years, 3 equal annual installment payments; and

WHEREAS, the Town Council found that the surplus of this Police Boat and Trailer is in the best interest of the Town to sell to North Bay Village; and

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

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Authorization to Purchase. That the Village Manager is hereby authorized to execute the Agreement between the Town and the Village for the purchase of the Police Boat and Trailer in substantially the form attached hereto as Exhibit 1.

Section 3. Implementation. That the Village Mayor and the Village Manager are authorized to take any and all action, which is necessary to implement the terms of the Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Commission of North Bay Village, Florida, this _____ day of _____, 2015.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____. The votes were as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January, 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

Resolution: Interlocal Agreement for purchase of Police Boat and Trailer from Golden Beach.

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF GOLDEN BEACH AND NORTH BAY VILLAGE**

THIS INTERLOCAL AGREEMENT (the “Agreement”) by and between the Town of Golden Beach, Florida (the “Town”), a municipal corporation organized under the laws of the State of Florida, and North Bay Village, Florida (the “Village”), a municipal corporation organized under the laws of the State of Florida, is entered into this ___ day of _____, 2015.

WITNESSETH

STATEMENT OF BACKGROUND AND PURPOSE

WHEREAS, the Town is the owner of a Police Boat (the “Boat”) and a Trailer (the “Trailer”) which accompanies said Boat, both of which it has determined are surplus property eligible for sale under the Town Code; and

WHEREAS, the express purpose and intent of this Agreement is to enable the Village to purchase the Boat and Trailer from the Town; and

WHEREAS, the Boat is a 2005 Donzi, 29 feet in length, with 2 Mercury Verados 250 horsepower engines, white in color with vehicle identification number (VIN) FL6510MW, (Motors-Mercury Marine Model #1250V23ED, Serial #1B768317 and #1250V24ED, Serial #1B768249), and the Trailer which accompanies the Boat is gray in color with identification number 234108; and

WHEREAS, the Town Council finds that the Boat and Trailer have monetary value, and should be sold to the Village; and

WHEREAS, the Village Commission and the Village Manager have found that it is in the best interest of the Village to purchase the Boat and Trailer from the Town; and

WHEREAS, this Agreement is a contract for the purchase of used equipment by the Village from the Town and said purchase has been approved by the Village Manager and is permitted under the Village Code; and

WHEREAS, the Boat and Trailer will support the needs of the Village Police Department and provide exceptional value as priced.

NOW, THEREFORE, in consideration of the benefits that will accrue to the Parties by virtue of this Agreement and the respective terms and conditions contained herein, the Parties hereto agree as follows:

1. **EFFECTIVE DATE AND TERM:** This Agreement shall take effect upon its execution, following approval by the Village Commission and the Town Council.
2. **AMOUNT AND FUNDING:** The Parties hereby agree that the purchase price for the Boat and Trailer shall be the sum of Fifty Thousand Dollars (\$50,000.00), to be paid to the Town by the Village within 3 years, in three equal annual installments, with the first payment on December 31, 2015.
3. **COMPLIANCE WITH APPLICABLE LAWS:** During the term of this Agreement, the Town and the Village shall each comply with all applicable laws, ordinances, rules, regulations and codes.
4. **INDEMNIFICATION:** Subject to the provisions of Section 768.28, Florida Statutes, the Town shall indemnify, hold harmless and defend the Village, its officials and employees from and against any and all claims, suits, actions, including costs, attorney’s fees, expenses and liabilities incurred in the defense of any such claims and the investigation thereof; solely arising from the negligence or alleged negligence of the Town, including any of its employees, agents, or officials in connection with this Agreement. Subject to the provisions of Section 768.28, Florida Statutes, the Village shall indemnify, hold harmless and defend the Town, its officials and employees from and against any claims, suits, actions, damages or causes of action arising from damage or injury to persons or property including costs, attorney’s fees, expenses and liabilities incurred in the defense of any such claims and the investigation thereof; solely arising from the negligence of the Village, and solely occurring from the date of operation and use of such by the Village once this Agreement has been approved and title, possession, and control of the Boat and Trailer has been tendered to the Village, including any of its employees, agents, or officials in connection with this Agreement.
5. **DISPUTE RESOLUTION, APPLICABLE LAW, VENUE, ATTORNEY’S FEES:** The Parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the “Florida Governmental Conflict Resolution Act,” Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings between the Parties arising out of this Agreement shall be in Miami-Dade County, Florida. The Parties knowingly, voluntarily and expressly agree that in any proceedings between them arising out of this Agreement they waive their right to demand a jury trial, to file permissive counterclaims, or to request payment of their attorney’s fees from the other Party.

6. **ENTIRE AGREEMENT, AMENDMENTS:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement may not be amended or modified, except in a writing signed by the Parties affected by the amendment or modification, or except as otherwise provided in this Agreement.

7. **BILL OF SALE ABSOLUTE:** The Village, a Florida municipal corporation, in consideration of the agreement by the Town, a Florida municipal corporation, promises to pay to the Town a total sum of Fifty Thousand Dollars (\$50,000.00), which will constitute payment in full for the Boat and Trailer, and the Town hereby sells, gives, assigns, transfers, and conveys to the Village, its executors, administrators, successors, and assigns, all of the Town's right, title, and interest in the Boat and Trailer described herein and approved for sale by the Town Council pursuant to Resolution _____, passed on _____, _____.

8. The Town hereby absolutely and irrevocably gives and conveys the Boat and Trailer free and clear of all liens, assessment, impositions, and encumbrances, so that the Boat and Trailer may be used for any and all emergency rescue, municipal, public, civic, educational and community purposes allowed by the Village. The Boat and Trailer are transferred with any representation, affirmation or warranty of the manufacturer, distributor and vendor to the Town. The Town will take all measures required under law to transfer title of the Boat and Trailer to the Village within thirty (30) days and will document these transfers of title to the Village Manager and will further transfer to the Village all warranties, manuals, instructional/operational/safety materials, brochures, service and repair history, and such allied or related documents within such thirty (30) day period.

This sale is binding upon the Town and the Village, and their respective successors, and agencies.

9. **NOTICES:** Any notice, consent or other communication under this Agreement shall be in writing and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be by personal delivery, overnight courier or certified mail as provided herein), one (1) Business Day after being sent by reputable overnight carrier, or three (3) Business Days after being mailed by certified mail, return receipt requested, to the Parties at the addresses set forth below or at such other address as a party may specify by notice given pursuant to this Section to other parties):

Town Notice to:

Village Notice to:

10. **BINDING EFFECT:** This Agreement shall be binding upon the Town and the Village subject to the limitations on transfer stated herein.
11. **HEADINGS:** The headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or its provisions.
12. **GENERAL INTERPRETIVE PROVISIONS:** Whenever the context may require, terms used in this Agreement shall include the singular and plural forms, and any pronoun shall include the corresponding masculine and feminine forms. The term “including,” whenever used in any provision of this Agreement, means including but without limiting the generality of any description preceding or succeeding such term. Each reference to a Person shall include a reference to such Person’s successors and assigned. All references to “Articles,” “Sections,” “Schedules” or “Exhibits” shall be references to the Articles, Sections, Schedules and Exhibits to this Agreement, except to the extent that any such reference specifically refers to another document. Each of the Parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be reviewed by any rule or interpretation against the draftsman.
13. **SEVERABILITY:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Laws, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Laws, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with Applicable Laws, (b) does not alter any of the substantive rights, obligations or liabilities of any Party under this Agreement or any other Agreement, and (c) confers upon the Parties the benefits intended to be conferred by the invalid provision; and the remaining provisions of this Agreement, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision.

14. **ABSENCE OF THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement, express or implied, is intended to (a) confer upon any 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.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement at _____, Florida on the day and year first above written.

NORTH BAY VILLAGE, a municipal corporation
of the State of Florida

By: _____

Village Manager

ATTEST:

By: _____

Village Clerk

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY:

By: _____

Village Attorney

Town of Golden Beach, a municipal corporation
of the State of Florida

By: _____

Town Manager

ATTEST:

By: _____

Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____

Town Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$50,000 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) FOR THE PURCHASE OF A POLICE BOAT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, Section 932.7055, Florida Statutes, addresses the purposes and procedures to be utilized for the appropriation and expenditures of the Police Forfeiture funds;

WHEREAS, the Chief of Police of North Bay Village has determined that the need exists for the purchase of a police boat; and

WHEREAS, in accordance with Section 932.7055, Florida Statutes, the Chief of Police requests that \$50,000 be appropriated in the State Forfeiture Account, Fund 05, for this purchase; and

WHEREAS, the Village Commission finds that the purchase of a police boat is in the best interest and safety of the residents of the Village.

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

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

Section 2. Appropriation of Funds: \$50,000 is hereby appropriated in the State Forfeiture Account.

Section 3. Disbursement of Funds: Approval to expend \$50,000 for the purchase of a 2005 29-Foot Donzi police boat and accompanying 2005 gray boat trailer VIN #FL6510MW (Motors-Mercury Marine Model #1250V23ED, Serial #1B768317 and #1250V24ED, Serial #1B768249), from the Town of Golden Beach in accordance with the Interlocal Agreement attached hereto as Exhibit 1 is granted.

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

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January 2015.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Appropriation and Expenditure of \$50,000 of State Forfeiture Funds for purchase of police boat.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$50,000 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) FOR THE PURCHASE OF A POLICE BOAT; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

NORTH BAY VILLAGE **MEMORANDUM**

DATE: December 30, 2014

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

FROM: Frank K. Rollason
Village Manager

SUBJECT: Memorandum of Agreement with Florida Department of Transportation for Maintenance of Traffic Railings

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to execute a Maintenance Memorandum of Agreement in the form attached hereto as Exhibit 1, for the maintenance of the steel traffic railings and bonded aggregate surfaces to be installed by The Florida Department of Transportation on the flat bridges on the 79th Street Causeway within the Village.

BACKGROUND:

On May 13, 2013, the Village Commission approved Resolution No. 2013-29 authorizing The Florida Department of Transportation to remove the chain link fence located on the south side of Bridge No. 870550 on the John F. Kennedy Causeway in the Village.

The Florida Department of Transportation plans to make improvements on the 79th Street Causeway from Bridges No. 870084 and No. 870550 to Hispanola Avenue. The project will include the installation of steel traffic railings on these bridges with bonded aggregate surfaces surrounding existing sidewalks and Sabal palms as part of the design plan.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lin

The Florida Department of Transportation has recognized the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the steel traffic railings and bonded aggregate surfaces. FDOT shall be responsible for any and all maintenance and preservation of the steel traffic railings; and the Village's responsibilities shall include the maintenance and preservation of the paint coat, removal of debris from the area; etc. as outlined in the agreement.

BUDGETARY IMPACT:

Funds will be budgeted annually to cover the cost of maintaining and preserving the paint coat on the railing.

PERSONNEL IMPACT:

None

CONTACT:

Frank K. Rollason
Village Manager

Rodney Carrero-Santana
Public Works Director



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, AUTHORIZING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF TRAFFIC RAILINGS TO BE INSTALLED ON THE FLAT BRIDGES ON THE 79TH STREET CAUSEWAY IN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, AUTHORIZING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF BONDED AGGREGATE AND TRAFFIC RAILINGS TO BE INSTALLED ON THE FLAT BRIDGES ON THE 79TH STREET CAUSEWAY IN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, The Florida Department of Transportation (FDOT) plans to install steel traffic railings with bonded aggregate surfaces on Bridges No. 870084 and No. 870550, the flat bridges on the 79th Street Causeway; and

WHEREAS, The Florida Department of Transportation and the Village wish to enter into a Memorandum of Agreement setting forth each party's responsibility for maintaining the railings.

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

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

Section 2. Approval of the Agreement. The Maintenance Memorandum of Agreement with The Florida Department of Transportation and North Bay Village for the maintenance of the steel traffic railings and bonded aggregate surfaces to be installed on bridges No. 870084 and No. 870550 is hereby approved.

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

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

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January, 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: FDOT Maintenance Agreement for Bridge Railings.

**FLORIDA DEPARTMENT OF TRANSPORTATION
BONDED AGGREGATE AND TRAFFIC RAILINGS
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH NORTH BAY VILLAGE**

This **AGREEMENT**, entered into on _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida, hereinafter called the **VILLAGE**, and collectively referred to as the **PARTIES**.

RECITALS:

A. The **DEPARTMENT** has jurisdiction over State Road (S.R.) 934/NE 79th Street Causeway from Bridge No. 870084 and Bridge No. 870550 (M.P 1.728) to Hispanola Avenue (M.P 2.121), which is located within the limits of the **VILLAGE**; and

B. The **DEPARTMENT**, pursuant to Contract #C-9A35, the "Project", has drafted design plans for beautification improvements on S.R. 934/NE 79th Street Causeway from Bridges No. 870084 and No. 870550 to Hispanola Avenue, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and

C. The **DEPARTMENT** will install steel traffic railings on Bridges No. 870084 and No. 870550, and bonded aggregate surfaces surrounding existing sidewalks and Sabal palms in accordance with the design plans for the Project; and

D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the steel traffic railings and bonded aggregate surfaces installed pursuant to the Project; and

E. The **VILLAGE**, by Resolution No. _____, dated _____, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. RECITALS

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. DEPARTMENT RESPONSIBILITIES

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of certain maintenance responsibilities pertaining to the steel traffic railings and bonded aggregate surfaces within the **PROJECT LIMITS** to the **VILLAGE** in perpetuity upon the **DEPARTMENT's** release of its contractor from further warranty work and responsibility, as set forth in Section 580 of the **DEPARTMENT's** Standard Specification for Road and Bridge Construction, and described more fully herein. The **PARTIES** agree that maintenance responsibilities pertaining to the structural integrity of the steel traffic railings shall be assigned to the **DEPARTMENT** in perpetuity upon the **DEPARTMENT's** issuance of the Notice of Final Acceptance of the Project to its contractor.

Additionally, the **PARTIES** agree that all maintenance responsibilities pertaining to the bonded aggregate surfaces shall be assigned to the **VILLAGE** in perpetuity upon the **DEPARTMENT's** issuance of the Notice of Final Acceptance of the Project to its contractor.

3. VILLAGE'S MAINTENANCE RESPONSIBILITIES

The **VILLAGE** shall maintain the steel traffic railings and bonded aggregate surfaces in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time.

Additionally, the **VILLAGE** shall maintain the bonded aggregate surfaces in accordance with the International Society of Arboriculture standards, guidelines, and procedures, as may be amended from time to time, and in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **VILLAGE's** maintenance obligations shall include but not be limited to:

3.1 General Requirements:

- a. Removing and disposing of litter from PROJECT LIMITS in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- b. Removing and disposing of all litter, and any other debris resulting from the activities described by 3.2 and 3.3.
- c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

3.2 Bonded Aggregate

- a. Performing routine and regular inspections of the bonded aggregate surfaces to ensure that the surface is fully functional; identifying damage and/or malfunctions in the surfaces; and repairing and/or replacing damaged bonded aggregate surfaces to ensure surfaces are maintained in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.

b. The **VILLAGE** shall conduct annual condition surveys of the bonded aggregate surfaces for gaps, settlement, drop-offs and other deficiencies described in this **AGREEMENT** for the life of the bonded aggregate. Ensure and document in this survey that the surface friction of the bonded aggregate surface meets or exceeds the surface friction of the existing concrete sidewalk areas.

c. Gaps within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch. Gaps at the interface (perimeter) between the bonded aggregate surfaces and the adjacent concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch.

d. Differential settlement within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch in depth. Differential settlement at the interface (perimeter) between the bonded aggregate surfaces and the adjacent concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch in depth.

e. When remedial action is required in accordance with the above requirements, the **VILLAGE** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified. For any activity that requires the replacement or repair of the bonded aggregate, the **VILLAGE** shall install color bonded aggregate matching the existing color and shall be applied as per the **DEPARTMENT's** Standard Specifications for Road and Bridge Construction and the manufacturer's recommendations.

3.3 Traffic Railings

The **DEPARTMENT** will be solely responsible for any and all maintenance and preservation of the steel traffic railings on Bridges No. 870084 and No. 870550, except that the **VILLAGE** shall be solely responsible for the maintenance and preservation of the paint coat of the steel traffic railings on Bridges No. 870084 and No. 870550 within the **PROJECT LIMITS** in accordance with all applicable Department guidelines, standards, specifications, procedures, and manufacturer's recommendations.

The **VILLAGE's** maintenance obligations with respect to the paint coat of the steel traffic railings shall include but not be limited to:

- a. Inspect and maintain paint coat of the steel traffic railings on Bridges No. 870084 and No. 870550 on a yearly basis.
- b. For any routine maintenance due to noticeable color scarring on the steel traffic railings on Bridges No. 870084 and No. 870550, the **VILLAGE** shall apply paint coating Color #25184 of the Federal Standard 595 Paint Spec as per the **DEPARTMENT's** Standard Specifications for Road and Bridge Construction and the manufacturer's recommendations.
- c. When remedial action is required in accordance with the above requirements, the **VILLAGE** shall complete all necessary repairs at its own expense within ninety (90) days of the date the deficiency is identified.
- d. The **DEPARTMENT** will not be responsible for replacing the treatment following any construction activities in the vicinity of the treatment.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the steel traffic railing and bonded aggregate surfaces to ensure that the **VILLAGE** is performing its duties pursuant to this **AGREEMENT**. The **DEPARTMENT** shall share with the **VILLAGE** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **VILLAGE** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **VILLAGE's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **VILLAGE MANAGER**, to notify the **VILLAGE** of the maintenance deficiencies. From the date of receipt of the notice, the **VILLAGE** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the steel traffic railing and bonded aggregate surfaces, or a part thereof and invoice the **VILLAGE** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, use standard paint color on steel traffic railing and remove any or all bonded aggregate located within the **PROJECT LIMITS**, and charge the **VILLAGE** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the VILLAGE: North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141
Attention: Village Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE STEEL TRAFFIC RAILING AND BONDED AGGREGATE SURFACES

a. The **PARTIES** agree that the steel traffic railing and bonded aggregate surfaces addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts the steel traffic railing and bonded aggregate surfaces, the **VILLAGE's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the Project Limits.

7. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

a. By the **DEPARTMENT**, if the **VILLAGE** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.

b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **VILLAGE** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **VILLAGE** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

8. **TERMS**

a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES**. This **AGREEMENT** shall continue in perpetuity or until termination as set forth in Section 7.

b. E-Verify

The **VILLAGE** / Contractors or Vendors:

- 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 Vendor/Contractor during the term of the contract; 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 contract term.

The **VILLAGE** shall insert the above clause into any contract entered into by the **VILLAGE** with vendors or contractors hired by the **VILLAGE** for purposes of performing its duties under this **AGREEMENT**.

c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.

e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.

f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.

g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.

i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.

j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.

k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT'S** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **VILLAGE** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **VILLAGE's** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **VILLAGE**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **VILLAGE** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence of the **DEPARTMENT**.

The **VILLAGE's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **VILLAGE's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **VILLAGE** of a claim shall not release the **VILLAGE** of the above duty to defend and indemnify the **DEPARTMENT**.

The **VILLAGE** shall pay all costs and fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **VILLAGE's** evaluation of liability or its inability to evaluate liability shall not excuse the **VILLAGE's** duty to defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **VILLAGE**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

NORTH BAY VILLAGE:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:**

BY: _____
VILLAGE Mayor

BY: _____
District Director of
Transportation Operations

ATTEST: _____ **(SEAL)**
VILLAGE Clerk

ATTEST: _____
Executive Secretary

LEGAL REVIEW:

BY: _____
VILLAGE Attorney

BY: _____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the steel traffic railing and bonded aggregate to be maintained under this **AGREEMENT**.

State Road Number: 934/NE 79th Street Causeway

**Agreement Limits: From Bridge No. 870084
and Bridge No. 870550 (M.P. 1.728) to
Hispanola Avenue (M.P. 2.121)**

County: Miami-Dade

EXHIBIT 'B'

NORTH BAY VILLAGE RESOLUTION

To be herein incorporated once ratified by the **VILLAGE** Board of Commissioners.

DRAFT

RESOLUTION NO: 2013-29

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION IMMEDIATELY PROCEED WITH THE REMOVAL OF THE CHAIN LINK FENCE LOCATED ON THE SOUTH SIDE OF BRIDGE NO. 870550 ON JOHN F. KENNEDY CAUSEWAY IN NORTH BAY VILLAGE, FLORIDA; PROVIDING DIRECTION TO THE CLERK; PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY INTERIM VILLAGE MANAGER JENICE ROSADO)*

WHEREAS, a chain link fence exists on the sidewalk on the south side of Bridge No. 870550 on John F. Kennedy Causeway within North Bay Village, Florida; and

WHEREAS, the chain link fence provides no safety to pedestrians and is an eyesore in the community; and

WHEREAS, the Florida Department of Transportation (FDOT) has agreed to remove the chain link fence; and

WHEREAS, the Commission of North Bay Village desires that FDOT remove the chain link fence located on the south side of Bridge No 870550 on John F. Kennedy Causeway in North Bay Village as soon as possible; and

WHEREAS, the Village Commission finds this Resolution is in the best interest and welfare of the residents of North Bay Village.

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

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

Section 2. **Fence Removal.** The Florida Department of Transportation is hereby requested to immediately remove the chain link fence located on the south side of Bridge No. 870550 on John F. Kennedy Causeway, in North Bay Village.

Section 3. Direction to Clerk. The Village Clerk is directed to send a copy of this Resolution to the Florida Department of Transportation District Six Secretary and to all other appropriate officials.

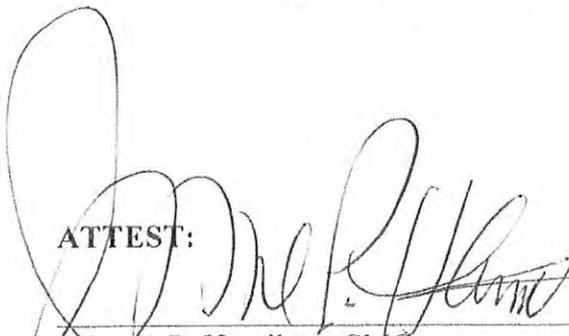
Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by ^{Commissioner} Wendy Duvall, seconded by ^{Vice Mayor} Eddie Lim. The votes were as follows:

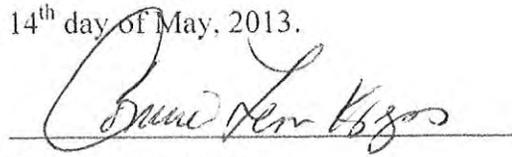
FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Jorge Gonzalez	<u>Yes</u>

PASSED AND ADOPTED this 14th day of May, 2013.

ATTEST:


Yvonne P. Hamilton, CMC
Village Clerk



Connie Leon-Kreps
Mayor

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



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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A DONATION FROM B DEVELOPMENTS TO FUND THE COST OF DEVELOPING DESIGN PLANS FOR THE VILLAGE'S PROPOSED BAYWALK FOR PRELIMINARY APPROVAL BY THE STATE; AUTHORIZING EXPENDITURE OF SUCH FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village is proposing to construct a public baywalk along the northern edge of Treasure Island and east towards the bridge leading to Miami Beach; and

WHEREAS, the Village wishes to develop a design plan for the construction of the baywalk; and

WHEREAS, the Village has approved certain requests for development under the Bay View Overlay (BVO) District regulations for mixed-use residential and commercial buildings on the north side of Kennedy Causeway along the area of the proposed baywalk; and

WHEREAS, developers recognize that the construction of the public baywalk will provide increased access to the waterfront for the residents, as well as result in commercial vitality for North Bay Village businesses; and

WHEREAS, B Developments (1555 and 1755 Kennedy Causeway) in coordination with developers of 1415 Kennedy Causeway and 1725 Kennedy Causeway has offered to contribute the funding to cover the cost associated with developing required design plans for the Village's proposed Baywalk for submittal to the State for preliminary approval; and

WHEREAS, the Village Commission finds that approval of this Resolution is in the best interest of North Bay Village and its residents.

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

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

Section 2. Acceptance of Donated Fund: The Village Manager is authorized to accept funds from B Developments for the purpose developing plans for the Village's proposed baywalk for submittal to the State for preliminary approval.

Section 3. Authorization of Village Officials. The Village Manager is authorized to expend the donated funds for the purposes set forth herein.

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

PASSED AND ADOPTED this 13th day of January 2015.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 14th day of October 2014.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: B Developments-Contribution for Baywalk Design Plans



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A DONATION FROM B DEVELOPMENTS TO FUND THE COST OF DEVELOPING DESIGN PLANS FOR THE VILLAGE'S PROPOSED BAYWALK FOR PRELIMINARY APPROVAL BY THE STATE; AUTHORIZING EXPENDITURE OF SUCH FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO EXPLORE THE FEASIBILITY OF ACQUIRING THAT PORTION OF 79TH STREET CAUSEWAY AND THE SURROUNDING PROPERTIES FROM THE WEST CORPORATE LIMITS OF THE VILLAGE TO THE EAST CORPORATE LIMITS OF THE CITY OF MIAMI; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, North Bay Village wishes to improve the landscaping along the shoreline on 79th Kennedy Causeway adjacent to the Village, improve the buffer for residents of North Bay Island, continue the plantings of Royal Palms along the median to enhance the entrance into the Village from the west; and to provide improved park space for the residents; and

WHEREAS, the Village Commission believes that extending the corporate limits to the east inclusive of the shoreline and median on both sides of the 79th Street Causeway in the corporate limits of the City of Miami could assist in these improvements that would be beneficial to the community; and

WHEREAS, the Village Commission hereby directs the Village Manager to conduct a thorough analysis of the feasibility of acquiring those areas of land described herein and provide a written report of his findings to the Commission.

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

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted.

Section 3. Direction to the Village Manager. The Village Manager is hereby directed to explore the feasibility of acquiring that portion of 79th Street Causeway and the surrounding properties from the west corporate limits of the Village to the east corporate limits to the City of Miami.

Section 3. Effective Date. That this Resolution shall be effective immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____,
seconded by _____. The votes were as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January, 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

Resolution: Acquisition of land for extending the corporate limits of the Village.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Dr. Richard Chervony
Commissioner

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO EXPLORE THE FEASIBILITY OF ACQUIRING THAT PORTION OF 79TH STREET CAUSEWAY AND THE SURROUNDING PROPERTIES FROM THE WEST CORPORATE LIMITS OF THE VILLAGE TO THE EAST CORPORATE LIMITS OF THE CITY OF MIAMI; PROVIDING FOR AN EFFECTIVE DATE.

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DECLARING THE LIGHTING OF HOLIDAY ORNAMENTS AN ANNUAL EVENT IN THE VILLAGE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, residents of the community gathered to light the menorah on December 16, 2014;

WHEREAS, this event to celebrate Chanukah and bring joy and goodwill to all was well attended by members of the community; and

WHEREAS, it is the desire of the Village Commission to set aside dates annually during the holiday season where the community can come together for the lighting of the menorah and for the lighting of the Christmas Tree.

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

Section 1. **Instructions to the Village Manager.** The Village Manager is hereby directed to implement a plan including but not limited to dates and times each year for the lighting of the menorah and for the lighting of the Christmas tree.

Section 2. **Effective Date.** That this Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____. The votes were as follows:

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 13th day of January, 2015.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Lighting of Menorah and Christmas Tree Annually.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: December 30, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Connie Leon-Kreps
Mayor

SUBJECT: Introduction of Resolution

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

**A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE,
FLORIDA, DECLARING THE LIGHTING OF HOLIDAY ORNAMENTS
AN ANNUAL EVENT IN THE VILLAGE; AND SETTING AN
EFFECTIVE DATE.**

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

CLK:ypb

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



Staff Report

Permit Application for Pier and Boat Lift

Prepared for: North Bay Village Commission

Applicant: Glen Larson

Request: Permit for Pier and Boat Lift Installation



LaRue Planning
& Management Services, Inc.
1375 Jackson Street, Suite 206
Fort Myers, Florida
239-331-3366

Serving Florida Local Governments Since 1988

General Information

Owner	Gerhard Bechtoldt
Applicant	Glen Larson
Applicant Address	752 NE 79 th St. Miami, FL 33138
Site Address	1570 South Treasure Drive
Contact Person	Glen Larson
Contact Phone Number	305-751-9911
E-mail Address	GLarson@DockandMarine.net
Zoning District	RS-2
Use of Property	Single Family Home

General Description

The applicant is requesting a permit to install a new dock and boatlift at a residence in the RS-2 zoning district. The plans depict the dock extending 10 feet from the seawall and the boat lift to extend another 12 feet from the dock, with a total extension of 22 feet from the seawall.

Applicable Code Provisions

The construction or alteration of docks, piers, etc is governed by Section 150.11 and specifically subsections (A) and (F).

Section 150.11 reads as follows:

“(A) No person, firm, or corporation shall construct, reconstruct, or repair any docks, piers, dolphins, wharfs, pilings, similar structures of any kind more than twenty-five (25) feet perpendicular from the seawall or shoreline into any waterway within the corporate limits of the city. Provided however, if construction of a docking facility is prevented by the requirement of federal, state or preemptive local environmental laws, rules and regulations (laws) whereby in order to obtain a permit for construction of a docking facility, it is necessary to exceed the same more than twenty-five (25) feet perpendicular from the seawall or shoreline, the docking facility may be constructed such distance from the seawall or shoreline as may be required in order to comply with such laws by obtaining a waiver from the City Commission in accordance with subsection (G), provided further, however the furthest distance seaward from the seawall or shoreline shall not exceed seventy-five (75) feet including all dolphins or pilings installed beyond the seaward most line of the dock or pier but not including required rip-rap.



- (B) *Plans and specifications for construction, reconstruction, or repair of docks, piers, dolphins, wharfs, pilings, or similar structures shall comply with all provisions of the City Code, shall be approved by the City Manager, and shall be kept permanently in the records of the city. Repair or reconstruction may be made in accordance with the original plans.*
- (C) *No dock, pier, wharf, dolphin, piling, or similar structure shall be erected in the city unless the structure is set back at least seven and one-half feet from the lot line on each side; and the structure shall not exceed five (5) feet above ground level, except a joint or "party" dock may be permitted on the property line if approved by the City Commission.*
- (D) *No person, firm, or corporation shall build, maintain, extend, or make any structural alteration on any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters adjacent to Harbor Island, Treasurer Island, North Bay Island, and Cameo Island within the corporate limits of the city, or do any filling, excavating, or dredging in the waters without first obtaining a written permit to do so from the City Manager.*
- (E) *Application for any permit or the transfer of any permit required by this section shall be made to the City Manager in writing on forms provided therefore. The permit shall constitute an agreement by the applicant to comply with all conditions imposed upon granting of the permit. The application shall be accompanied by plans and specifications setting forth in detail the work to be done.*
- (F) *All applications for construction or structural alterations of any building, dock, pier, dolphin, wharf, piling, bulkhead, seawall, or similar structure in, upon, or over the waters within the corporate limits of the city shall require the approval of the City Commission after a public hearing. During the public hearing the City Commission shall consider safety and compatibility as criteria for approving the application.*
- (G) *Notwithstanding the provisions of paragraph (F), if an applicant seeks a dock or pier length greater than twenty-five (25) feet, the City Commission shall additionally consider the following criteria to determine if a waiver shall be granted:*
 - (i) *If Miami Dade Department of Environmental Management has required specific depth or location criteria; and*
 - (ii) *If the Applicant has provided to the City notarized letter(s) of consent from adjoining riparian property owners, and*
 - (iii) *If the City has received any letter(s) of objection from adjoining riparian property owners; and*
 - (iv) *Any other factors relevant to the specific site.*
- (H) *The City Commission may deny, approve, or modify the request and/or impose conditions in the permit, pursuant to paragraph (F), or granting of a waiver,*



pursuant to paragraph (G), which it deems necessary to protect the waterways of the City in accordance with the public safety and the general welfare. The requirement of approval by the City Commission shall not include applications for repair of existing structures.

- (I) A public hearing held pursuant to this Section shall be quasi judicial and follow the hearing procedures provided in Section 29.02 of the Code.*
- (J) Nothing contained in this section shall be construed or apply to prohibiting repair or reconstruction or otherwise limiting those structures which exist at the time of adoption of this section, however, the provisions of subsections (D) and (E) above shall be complied with."*

The location of boats, docks and piers is also governed by Section 152.059, most specifically subsection (B) which reads as follows:

"(B) No docks, piers, mooring posts, or combinations thereof, may project more than twenty-five (25) feet from any bulkhead line, nor extend nearer than seven and one-half feet to any adjacent property line. A waiver may be granted by the City Commission pursuant to Section 150.11(A), upon completion of a marine survey demonstrating the minimum distances from the seawall necessary to meet the minimum depth requirements, approved by DERM, and completed by a licensed professional surveyor and mapper registered to practice in the State of Florida."

Staff Comments

The plans show that the dock and boat lift will be located so that the 7.5 foot side setbacks from the property lines are met. The dock and boat lift will not require a waiver as per Section 150.11(A) because they will not extend farther than 25 feet from the seawall. The 5 foot height restriction, at ground level, will have to be verified at the construction permit review level.

Based on the materials presented by the applicant, the proposed structures are in compliance with the applicable provisions of Sections 152.059 and 150.11. The proposed pilings are safe and compatible.



Recommendation

Staff recommends **approval** of the application pending the following:

- 1) Verification of the 5 foot height restriction at the time of building permit issuance.
- 2) Compliance with all state, federal, and environmental laws including, but not limited to, compliant with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
- 3) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 4) Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
- 5) Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Submitted by:

James L. LaRue
James L. LaRue, AICP
Planning Consultant

December 30, 2015

Hearing: Village Commission, January 13, 2015

Attachments: Dock Plans Provided by Applicant





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

APPLICATION FOR PUBLIC HEARINGS:

Hearings and Notices: - All petitions for amendments, changes or supplements to these regulations for variances, special use exceptions, Site Plan Approval, Extension of Approved Site Plans, for Building Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the Village Commission. Notice of Public Hearings before the Planning & Zoning Board and the Village Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: Glen Larson Phone: 305-751-9911

Mailing Address: 752 NE 79 Street
MIAMI FL 33138

Legal Description of Property: Lot 18 Block 1 Treasure Island PB 50-67

Existing Zoning: OOO1 Lot Size: 9,000 sq.ft Folio: 23-3209-009-0180

Type of Request: New dock

Reason for Request: (Attach additional Pages if necessary) New dock

All applications shall be submitted to the Village Clerk on or before the deadline implemented by the Village.

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

**APPLICATION FOR HEARING
BEFORE THE PLANNING & ZONING BOARD AND
VILLAGE COMMISSION
PAGE 2 OF 2**

I, (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed petition.

I, (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning & Zoning Board and the Village Commission Pursuant to the Village Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).

[Signature]
Authorized Signature

Glen Larson
Print Name

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to and subscribed to before me this 11 day of Nov 2014
by Glen Larson
who is personally known to me or who has produced _____
as identification _____

[Signature]
Notary Public



JESSICA ACOSTA
MY COMMISSION # FF 010901
EXPIRES: May 13, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Office Use Only:

Date Submitted: 12/9/14

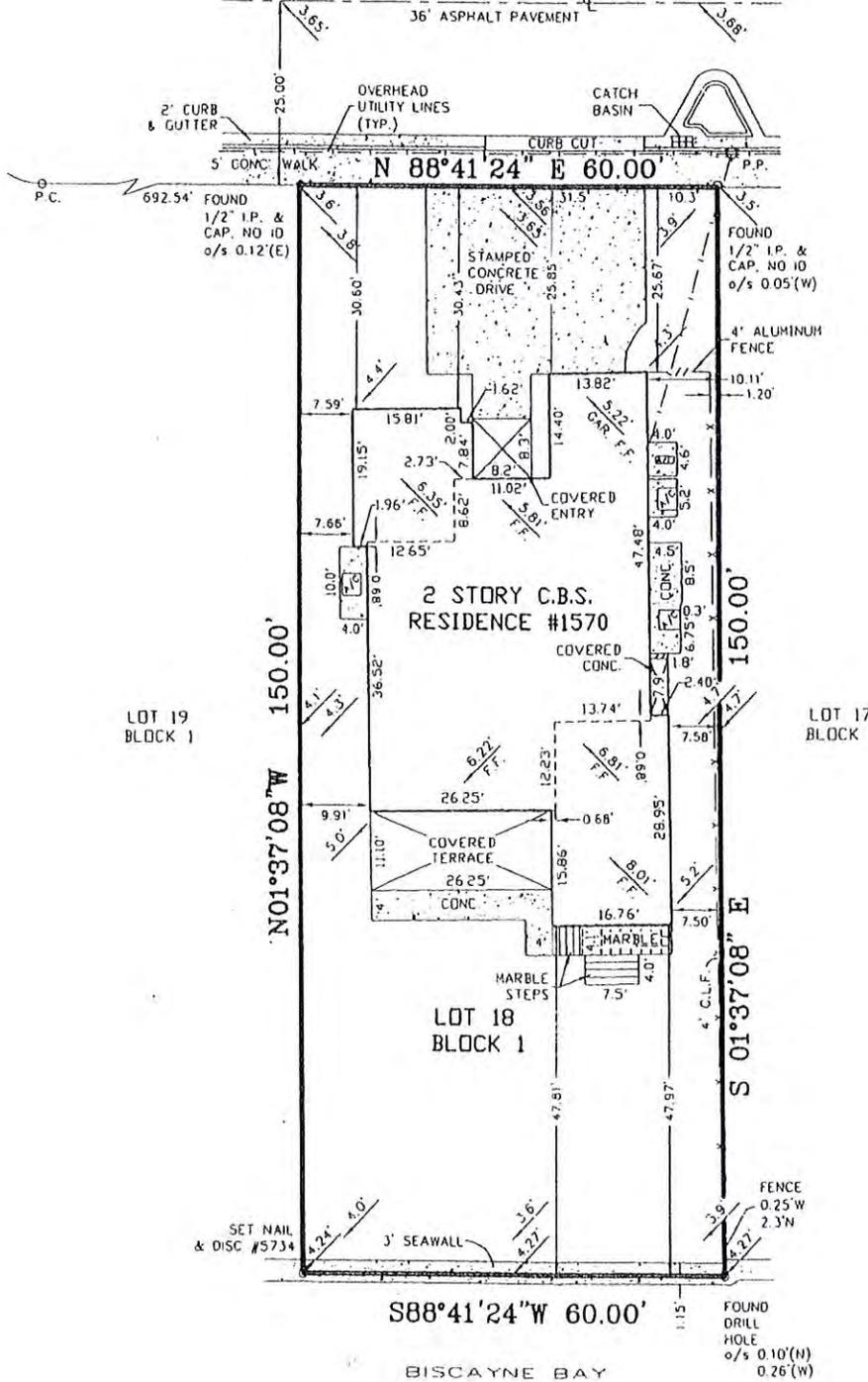
Fee Paid: \$ 300.00

Tentative Meeting Date: 1/27/15

Cash or Check # 5111

Date Paid: 12/9/14

S. TREASURE DRIVE (50' R/W)

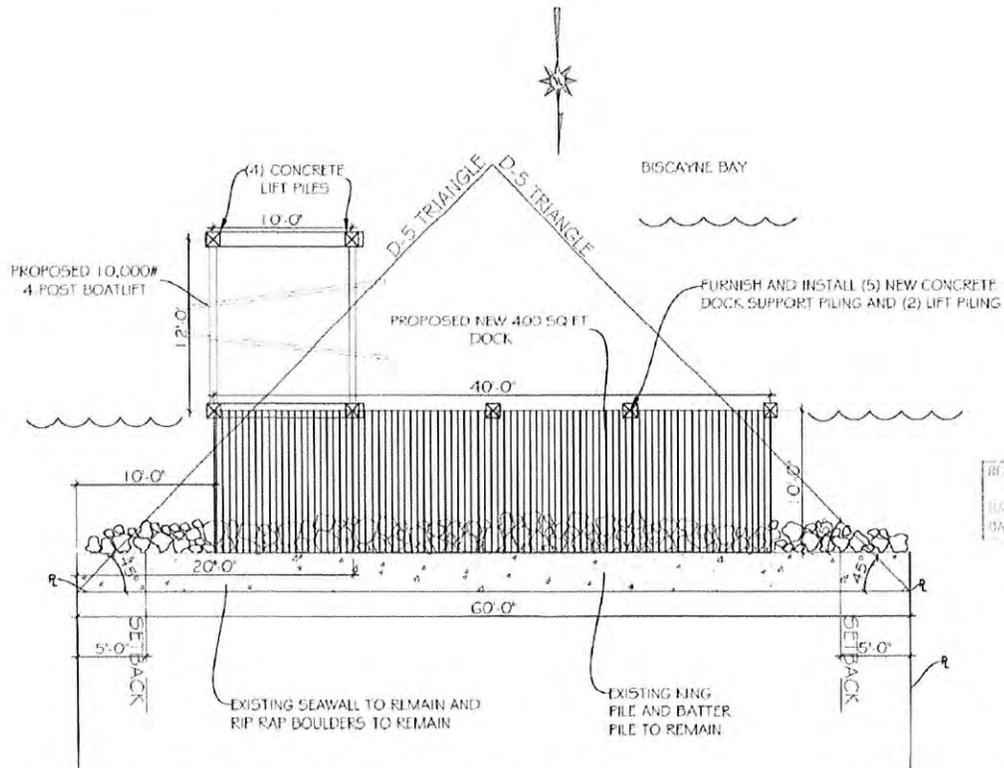


FF = FINISH FLOOR ELEVATION
GAR. = GARAGE

SCALE: 1" = 20'	SKETCH NO.: 07-1704
DRAWN BY: OIW	SIDE 2 OF 2

Staff Report
Boat Lift Permit Request

Applicant: Glen Larson
1570 South Treasure Drive



STATE NATURAL RESOURCES DIVISION
FURNISH AND INSTALL
DATE *10/29/2014*

RECEIVED
OCT 29 2014
STATE NATURAL RESOURCES DIVISION
FURNISH AND INSTALL
DATE



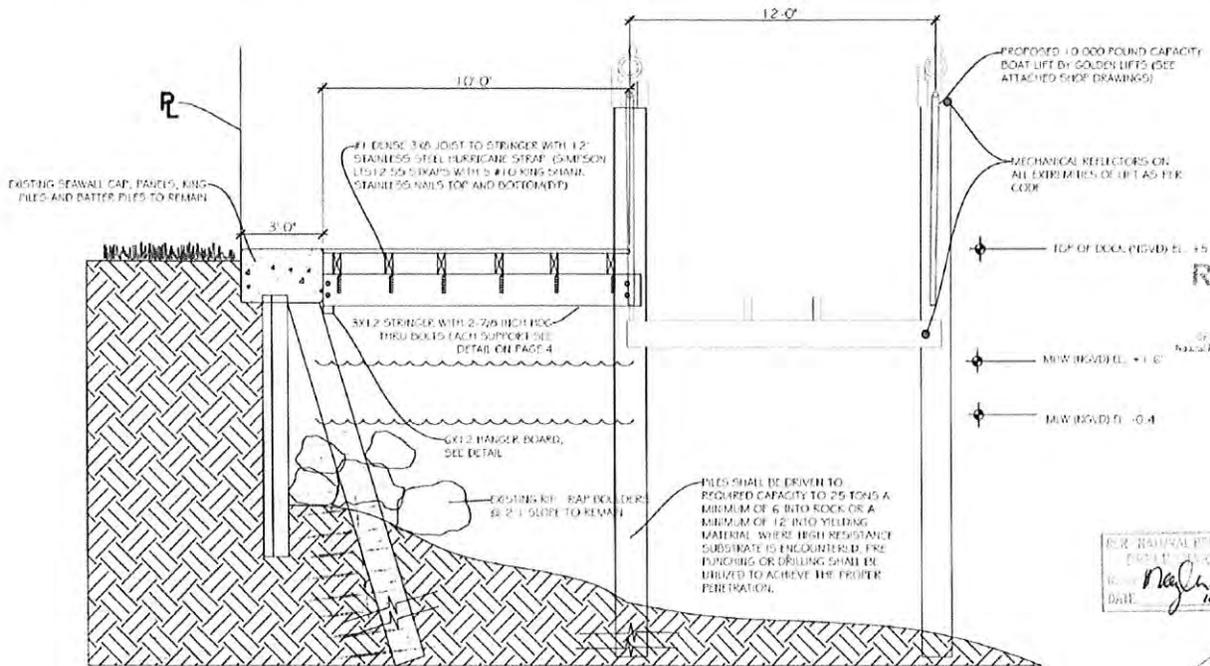
 <p>LEANDRO FERNANDEZ LEAF ENGINEERING C.A. 29777 7863390-7453 leaf@leafengr.com 85 N.W. 86TH STREET MIAMI, FL 33150</p>	<p>DOCK AND MARINE CONSTRUCTION, CORP. 752 NE 79TH STREET MIAMI, FL 33138 305-751-9911 FL 305-751-4825 glarson@dockandmarine.net www.dockandmarine.net</p>	<p>BRIGHTSIDE RESIDENCE: NEW DOCK & PILES 1570 S TREASURE DRIVE N BAY VILLAGE, FL</p>	<p>PAGE TITLE PROPOSED LAYOUT</p>	<p>DATE: 09/22/2014 REVISIONS: 1. _____ 2. _____</p>	<p>DWG#: 14-047 DRAWN BY: GL PAGE 3 of 5</p>
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Serving Florida Local Governments Since 1988

Staff Report
Boat Lift Permit Request

Applicant: Glen Larson
1570 South Treasure Drive



RECEIVED
OCT 29 2014

PER NATIONAL FIRE PROTECTION ASSOCIATION
EQUIPMENT APPROVAL
DATE: 10/29/2014



 LEANDRO FERNANDEZ LEAF ENGINEERING C.A. 29777 (766)390 7493 leaf@leafengineering.net 85 N.W. 86TH STREET MIAMI, FL 33150	 DOCK AND MARINE CONSTRUCTION, CORP 752 NE 79TH STREET MIAMI, FL 33150 305 751 9911 F: 305 791 4625 glarson@dockandmarine.net www.dockandmarine.net	BECHTOLDT RESIDENCE NEW DOCK & PILES 1570 S TREASURE DRIVE N BAY VILLAGE, FL	PAGE TITLE SECTION	DATE: 06/22/2014 REVISIONS: 1. 2.	DWG#: 14-047 DRAWN BY: GL PAGE 5 of 5
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Serving Florida Local Governments Since 1988

Gerhard Bechtoldt
1570 S Treasure Drive
North Bay Village, FL 33141

December 11, 2014

North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

**RE: Application for Dock and Boatlift
1570 S Treasure Drive
North Bay Village, FL 33141**

To Whom it May Concern,

I, Gerhard Bechtoldt, give permission to Dock and Marine Construction to represent my interests at the variance hearing held on January 27, 2015 at 7:30pm and to process the building permits at the above referenced property.

Kind Regards,



Gerhard Bechtoldt



NORTH BAY VILLAGE PERMIT APPLICATION

1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141
Building Department # (305) 754-6740 Fax # (305) 756-7722

Application Date 12/17/14 Permit # _____ Permit Issued Date _____
 Job Address 1570 S Treasure Dr Tax Folio # 23-3209 009-0180
 Lot 18 Block 1 Sub Division Treasure Island Zone: RS-1 RS-2 RM-40 RM-70 CG CL MU
 Property Owner Name Gerhard Bechtold Telephone # _____
 Owner Address 1570 S Treasure Dr City North Bay Village State FL Zip 33141
 Contractor Company Dock and Marine Construction Address 752 NE 79 St
 City Miami State FL Zip 33135 Telephone # 305-751-9911
 Qualifier's Name Glen Larson Telephone # 305-310-5288
 State License # LC 1521069 Certificate of Competency # 5-410 Insurance Expiration Date _____
 Architect/Engineer Leandro Fernandez License # 71519

Permit Type: BUILDING ELECTRICAL MECHANICAL PLUMBING ROOF PAVING
DEMOLITION FENCE SIGN DOCK SEAWALL PAINT SHED
POOL/SPA PUBLIC WORKS SPECIAL EVENT

Work Description: (Circle One Only) S/F-RESIDENTIAL MULTI-FAMILY COMMERCIAL PUBLIC FACILITY RIGHT OF WAY

10,440 New Dock and Boat Lift (10,000 lb) install (1) concrete piles

Value of Job:	<u>20000</u>	Linear Feet:		Square Feet:	<u>400</u>	Document Preservation:	
Upfront Fee:		Permit Fee:		Zoning Review Fee:		Structural Fee:	
DCA Fee:		DC Fee:		DBPR Fee:		TSM Fee:	
Educational:		Impact Fee:		Notary Fee:		Bond:	
Code Fines:		Other Fees:		TOTAL FEE:			
						BALANCE DUE:	

DISCIPLINE	AP	DAP	DISCIPLINE	AP	DAP	DISCIPLINE	AP	DAP	DISCIPLINE	AP	DAP
Building			Mechanical			Code Enforcement			Structural		
Electrical			Plumbing			Building Official			Public Works		

Application is hereby made to obtain a permit to do work and installation as indicated. I (contractor/owner-builder) certify that all work will be performed to meet the standards of all laws regulating construction in North Bay Village. I (contractor/owner-builder) understand that a separate permit must be obtained for ELECTRICAL, MECHANICAL, PLUMBING, SIGNS, WELLS, POOLS, ROOFING, SHUTTERS, WINDOWS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc. I (contractor/owner-builder) understand that in signing this application I (contractor/owner-builder) am responsible for the supervision and completion of the construction including obtaining all inspections in accordance with the plans and specification.

NOTICE TO OWNER: This Permit does not grant any property rights or exclusive privileges. This Permit does not authorize any damage or injury to the property or rights of others. In addition to the requirements of this permit, there may be additional deed restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as Water Management Districts, state agencies or federal agencies. The Village recommends, although does not require, that the owner secure any required approvals from his/her/their Condominium or Homeowners' Association prior to submitting this building permit application. The owner acknowledges that issuance of a building permit by the Village is based solely upon the Florida Building Code and applicable local, county, state and federal laws and does not independently satisfy any applicable Homeowner/Condominium Association approval requirements that may exist between the Owner and the Association; and that the Village does not enforce any non-governmental deed restrictions or Homeowner/Condominium restrictions upon this property.

WARNING TO OWNER: Your failure to record a NOTICE OF COMMENCEMENT may result in you paying twice for improvements to your property. If you intend to obtain financing, consult with your attorney or lender before recording your notice of commencement.

OWNER/CONTRACTOR AFFIDAVIT: I certify that all of the foregoing information is accurate, and that all work will be done in compliance with the applicable laws regulating construction and zoning.

[Signature]
Signature of Property Owner or Agent

[Signature]
Signature of Contractor

Administered Oath Sworn To & Subscribed Before Me This
17 Day of Dec 20 14

Administered Oath Sworn To & Subscribed Before Me This
17th Day of December 20 14

[Signature]
Signature of NOTARY to Agent
ALYSSA LARSON
Notary Public, State of Florida
My Commission Expires May 9, 2016
Bonded Through [unclear]

[Signature]
Signature of NOTARY to Contractor
(Print, Type, or Stamp Commissioned Name)
Ivana Tejeda
Notary Public State of Florida
My Commission # **EE 853448**
Expires **11/25/2016**

Personally Known Type of I.D. produced _____

Personally Known Type of I.D. produced _____

THIS APPLICATION IS VALID FOR 180 DAYS FROM DATE APPROVED.
APPLICATION AND ALL ATTACHEMENTS WILL BE DESTROYED AFTER THAT DATE IF PERMIT IS NOT ISSUED.



North Bay Village

Administrative Offices

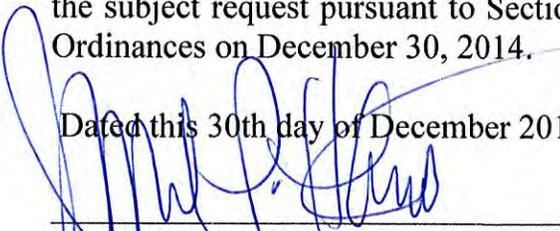
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE. AN APPLICATION BY GERHARD BESCHTOLDT CONCERNING PROPERTY LOCATED AT 1570 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, Village Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the North Bay Village Code of Ordinances on December 30, 2014.

Dated this 30th day of December 2014.



Yvonne P. Hamilton
Village Clerk

(Commission Meeting -1/13/2015)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

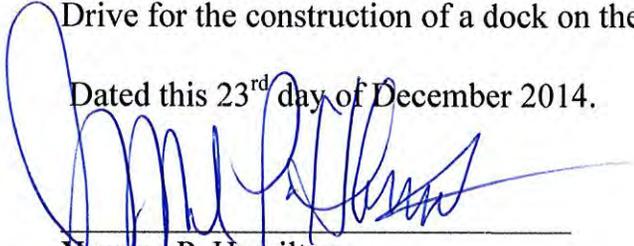
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE. AN APPLICATION BY GERHARD BESCHTOLDT CONCERNING PROPERTY LOCATED AT 1570 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, Village Clerk hereby certify, as per Section 152.096(A)(2) of the North Bay Village Code of Ordinances, that the petition filed by 1570 South Treasure Drive for the construction of a dock on the property is complete.

Dated this 23rd day of December 2014.


Yvonne P. Hamilton
Village Clerk

(Commission Meeting-January 13, 2015)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

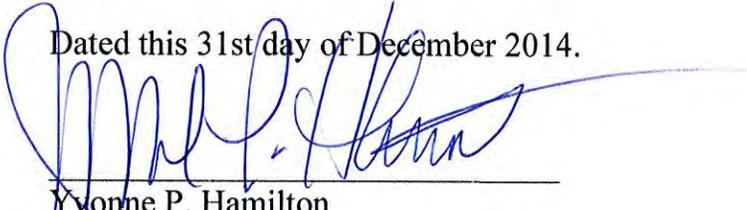
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

RE. AN APPLICATION BY GERHARD BESCHTOLDT CONCERNING PROPERTY LOCATED AT 1570 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing to be held on January 13, 2015 was posted at the above-referenced property on December 31, 2014.

Dated this 31st day of December 2014.



Yvonne P. Hamilton
Village Clerk

(Commission Meeting – January 13, 2015)

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Eddie Lim



**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, JANUARY 13, 2015** AT 7:30 P.M., OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING REQUEST AT PUBLIC HEARING:

- 1. AN APPLICATION BY GERHARD BESCHTOLDT CONCERNING PROPERTY LOCATED AT 1570 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.**

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #300. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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YVONNE P. HAMILTON, CMC
VILLAGE CLERK (December 30, 2014)

Owner/Occupant
7504 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7506 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
1521 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1571 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7505 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7517 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7504 Buccaneer Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Buccaneer Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Buccaneer Avenue
N. Bay Village, FL 33141

Owner/Occupant
7516 Buccaneer Avenue
N. Bay Village, FL 33141

Owner/Occupant
7505 Buccaneer Avenue
N. Bay Village, FL 33141

Owner/Occupant
7509 Bounty Avenue
N. Bay Village, FL 33141

Owner/Occupant
7513 Buccaneer Avenue
N. Bay Village, FL 33141

Owner/Occupant
7517 Buccaneer Avenue
N. Bay Village, FL 33141

Owner/Occupant
1601 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1621 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7504 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7508 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7512 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7516 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
1520 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1540 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1550 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1560 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1570 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1580 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1590 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1600 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1610 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1620 South Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
1630 South Treasure Drive
N. Bay Village, FL 33141

TAMPA AREA

Tearful farewell to officer

Associated Press

LUTZ, Fla. — The mournful sound of bagpipes, a helicopter flyover and a 2-gun salute formed a tearful pageantry of loss as hundreds bid farewell Saturday to a slain Florida officer.



KONDEK
Police six days after he was

gunned down and two days after Christmas, his family reflected on how hard the holiday was without him. "We miss him so much. Charlie was our best friend," Kondek's family said in a statement released before his memorial service at Idlewild Baptist Church in Lutz. "His heart was wide open. He loved Christmas and his excitement would fill the house every year as he played Christmas carols and announced that Santa had come. This year, opening Christmas gifts without him was unbearable, knowing that the gifts we opened from him this year would be our last."

Kondek was responding to a noise complaint early last Sunday when a fugitive, 23-year-old Marco Antonio Parilla Jr., fired multiple rounds at the officer, striking him once above his bulletproof vest, authorities said. Parilla then ran over the officer, police said. He has been charged with first-degree murder.

Kondek, 45, was married with six children. In a 90-minute memorial, his youngest daughter, 15-year-old Aleena Kondek, told mourners her mother had "lost her best friend and the love of her life." "My dad died as a hero," she said, "but he was my hero before he was any of yours."

GULF COAST

Loud booms? They're from test range Whiskey 470

BY HOWARD ALTMAN
The Tampa Tribune

TAMPA — The military calls it "Whiskey 470," a roughly 200-rectangular-mile patch of airspace over the Gulf of Mexico about 30 miles northwest of Tampa. It's a busy place where pilots learn how to fly one of the newest and most sophisticated fighters in the Air Force inventory.

Few people outside of military and aviation circles have heard about Whiskey 470. But recently, folks as far inland as Gainesville began reporting loud booming noises likely emanating

from it.

"People are saying that their houses are shaking and windows rattling," according to a post on the Citrus County sheriff's website.

The noises were tied to military exercises run out of Tyndall Air Force Base in Panama City that were taking place in airspace over the Gulf, said Aaron Gallaher, spokesman for the state's Division of Emergency Management.

"The atmospheric conditions were right so that the sound carried very far inland," said Gallaher. "It was a freak occurrence."

Still, the division put out a notice last week warning the public that the exercises will continue through the end of this week and that 34 Florida counties could be affected by noise, including Hillsborough, Pinellas, Pasco, Polk, Hernando and Citrus.

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Marketing Consulting

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Online Marketing Campaign Management

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US Direct: 817-567-9792

**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, JANUARY 13, 2015 AT 7:00 P.M., OR AS SOON AS POSSIBLE THEREAFTER AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARINGS:

1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.05 THROUGH 32.09 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE. (SECOND READING)
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 93 OF THE VILLAGE CODE ENTITLED "FIRE PREVENTION" TO REQUIRE KNOX BOXES AT NEW COMMERCIAL BUILDINGS, EXISTING COMMERCIAL BUILDINGS, NEW RESIDENTIAL BUILDINGS, AND EXISTING RESIDENTIAL BUILDINGS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
3. AN APPLICATION BY GERHARD BESCHTOLDT CONCERNING PROPERTY LOCATED AT 1870 SOUTH TREASURE BAY VILLAGE, TREASURE BAY VILLAGE, FLORIDA FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION CLERK, 1666 KENNEDY CAUSEWAY, #100, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #100. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (269) 786-7171.

PURSUANT TO SECTION 286.0185, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE A WAIVER BY THE VILLAGE FOR THE INTRODUCTION OR ADMISION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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WYONNE E. HAMILTON, CMC
VILLAGE CLERK
(December 22, 2014)

**NOTICE OF PUBLIC HEARING
CITY OF SOUTH MIAMI**

Planning and Zoning Department
6130 Sunset Drive, South Miami, Florida 33143
Phone: (305) 663-6320, Fax #: (305) 664-4491

On Tuesday, January 13, 2015 at 7:00 P.M., the City of South Miami's Planning Board will conduct public hearings in the City Commission Chambers at the above address on the following items:

1. PB-15-001
Applicant: Pasion Del Cielo Coffee Company
Location: 3701 Sunset Drive
A Resolution for Special Use Approval to permit a general restaurant at 3701 Sunset Drive, Shops at Sunset Place, Unit C11C, within the Specialty Retail "SR", Homotown District Overlay "HD-OV"
1. PB-15-002
Applicant: Censig Holdings, LLC

Get paid to shop for the holidays!

Use the Find&Save app to earn up to \$50 cash for shopping at nearby stores.

CASH DASH
LIMITED TIME OFFER

Shop at TARGET and earn \$50 from Find&Save.

3 DAYS LEFT

You must take a picture of your receipt to get paid. Limit: \$1000 per participant. \$50 Minimum purchase required. *Restrictions apply. See app for details.

Terms & Conditions & Privacy Policy

Okay, get it!

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AND BOATLIFT AT 1570 SOUTH TREASURE DRIVE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Glen Larson, of Dock and Marine Construction, on behalf of property owner, Gerhardt Bechtoldt, has applied to North Bay Village for permission to construct a dock and boatlift at 1570 South Treasure Drive in the RS-2, Medium Density Single-Family Residential Zoning District; and

WHEREAS, Section 150.11(F) of the North Bay Village Code of Ordinances requires all applications for construction of docks to be approved by the Village Commission; and

WHEREAS, in accordance with Section 150.11(F) of the Village Code, a public hearing by the Village Commission was noticed for Tuesday, January 13, 2015 at 7:30 p.m. at Village Hall, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

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

Section 1. Recitals.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Findings.

In accordance with Section 150.11(F) of the Village Code, the Village Commission, having considered the testimony and evidence in the record presented by all parties, finds that the dock is safe and environmentally compatible

Section 3. Grant.

In accordance with Section 150.11(A) of the North Bay Village Code of Ordinances, approval is granted to construct a dock and boatlift at 1570 South Treasure Drive in accordance with the Site Plan submitted to the Village Clerk's Office.

Section 4. Conditions.

- 1) Verification of the 5 foot height restriction at the time of building permit issuance.
- 2) Compliance with all state, federal, and environmental laws including, but not limited to, compliant with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
- 3) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 4) Cost Recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
- 5) Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, the Applicant, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Violation of Terms and Conditions.

Failure to adhere to the terms and conditions contained in this Resolution in Section 4 shall be considered a violation of this Resolution and persons found violating the conditions shall be subject to the penalties prescribed by the Village Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution.

The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Village Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Village at any time upon a determination that the Applicant is in non-compliance with the Village Code.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

FINAL VOTE AT ADOPTION:

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

PASSED and ADOPTED this 13th day of January 2015.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Dock and boatlift-1570 South Treasure Drive.

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.86 THROUGH 32.90 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)

WHEREAS, the Village Commission finds that it is in the best interest of the community to establish a Special Needs Advisory Board,

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

32.86 – Special Needs Advisory Board

A Special Needs Advisory Board (the “Board”) is hereby created which shall be composed of three members appointed by the Village Commission to serve at the pleasure of the Commission. Each member shall be appointed by a majority vote of the Village Commission.

32.87 – Purpose

The Board will act in an advisory capacity to provide the Village Commission, Village Manager, and Village residents with information regarding matters pertaining to the needs of community residents with functional impairments, disabilities, and other such special needs, as well as seniors and children.

32.88 – Powers and Duties

The powers and duties of the Board shall include the following:

- (1) Promote the exchange of ideas and resources in order to better meet the needs of residents with special needs;
- (2) Provide input and information as to government and/or private agencies that provide services for residents with special needs.

32.89 – Meetings; Selections of Officers

- (1) The Board shall hold quarterly meetings to carry out its purpose and duties, as called by its Chairman or the Village Commission.
- (2) The Board shall annually, each by majority vote, elect a Chairman and a Vice-Chairman from among its members. The Chairman shall chair meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his or her stead. The Board shall designate its own secretary, and the Secretary shall make and furnish minutes of the Board's meetings and submit the minutes of its meetings to the Village Manager monthly.

32.90 – Terms; Vacancies; Removal

- (1) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election; however, in order to maintain continuity, members shall serve until the new board is appointed after the election. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.
- (2) The Village Commission shall have the authority to remove any member of the Board for misconduct, or for more than three unexcused absences in any calendar year.
- (3) Members of the Board have a responsibility to keep confidential information confidential. If a member of the Board discloses confidential information, that member is acting outside his/her scope of authority and could be removed from the Board or be held personally liable for claims of defamation, invasion of privacy, violations of statute, etc.

32.91 Sunset Review

The Board shall have a Sunset Review by the Commission after one year from the date that this Ordinance is adopted.

Section 1. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are repealed.

Section 2. Codification. This ordinance shall be codified and included in the code of ordinances.

Section 3. Severability. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

A motion to approve the foregoing Ordinance on first reading on December 9, 2014 was offered by Vice Mayor Jorge Gonzalez, seconded by Commissioner Richard Chervony.

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Absent</u>
Commissioner Eddie Lim	<u>No</u>

A motion to approve the foregoing Ordinance on final reading was offered by _____, seconded by _____.

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED this ____ day of _____.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney & Boniske, P.L.

North Bay Village Ordinance: Special Needs



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: August 27, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Jorge Gonzalez
Commissioner

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.86 THROUGH 32.93 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; REPEALING RESOLUTIONS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

JG:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

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NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, JANUARY 13, 2015 AT 7:30 PM, OR AS SOON AS POSSIBLE THEREAFTER, AT VILLAGE HALL, 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARINGS:

- AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.86 THROUGH 32.90 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE. (SECOND READING)
- AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 93 OF THE VILLAGE CODE ENTITLED "FIRE PREVENTION," TO REQUIRE KNOX BOXES AT NEW COMMERCIAL BUILDINGS, EXISTING COMMERCIAL BUILDINGS, NEW RESIDENTIAL BUILDINGS, AND EXISTING RESIDENTIAL BUILDINGS; PROVIDING FOR REPAIR, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
- AN APPLICATION BY GERHARD BESCHTOLD CONCERNING PROPERTY LOCATED AT 1570 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE CONSTRUCTION OF A DOCK, PURSUANT TO SECTION 150.11(F) OF THE VILLAGE CODE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING, ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #308, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141. THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1666 KENNEDY CAUSEWAY, #308. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 266.1405, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE EVIDENCE AND REASONING UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS WITH DISABILITIES, AND/OR AN ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE B. HAMILTON, CMC
VILLAGE CLERK
(December 22, 2014)

NOTICE OF PUBLIC HEARING
CITY OF SOUTH MIAMI

Planning and Zoning Department
6130 Sunset Drive, South Miami, Florida 33143
Phone: (305) 663-6326; Fax #: (305) 666-4591

On Tuesday, January 13, 2015 at 7:00 P.M., the City of South Miami's Planning Board will conduct public hearings in the City Commission Chambers at the above address on the following items:

- PB-15-001**
Applicant: Pasion Del Cielo Coffee Company
Location: 5701 Sunset Drive
A Resolution for Special Use Approval to permit a general restaurant at 5701 Sunset Drive, Shops at Sunstar Place, Unit C11C, within the Specialty Retail "SR", HomeTown District Overlay "HD-OV"
- PB-15-002**
Applicant: Consig Holdings, LLC
Location: 6021 SW 76th Street

Get paid to shop for the holidays!

Use the Find&Save app to earn up to \$50 cash for shopping at nearby stores.

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CASH DASH
\$50
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Shop at TARGET and earn \$50 from Find&Save.

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You must take a picture of your receipt to get paid. Only 10,000 participants. \$50 minimum purchase required.

Ok, get it!

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 93 OF THE VILLAGE CODE ENTITLED "FIRE PREVENTION," TO REQUIRE KNOX BOXES AT NEW COMMERCIAL BUILDINGS, EXISTING COMMERCIAL BUILDINGS, NEW RESIDENTIAL BUILDINGS, AND EXISTING RESIDENTIAL BUILDINGS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village has determined that the health, safety, and welfare of the citizens and business owners of the Village are promoted and safeguarded by requiring certain structures to have a key lock box installed on the exterior of the structure to aid the North Bay Village Police Department in gaining access to the structure, when the same is not occupied or when the occupants are unable to grant ingress to the Police Department; and

WHEREAS, the benefits of installing Knox Boxes include providing immediate emergency access to police officers leading to increasing police department efficiency; preventing costly forced entry damage and allowing undamaged doors to be re-secured after the emergency; and protecting property, inventory, equipment and supplies, as well as police officers against possible injuries; and

WHEREAS, an ordinance is necessary to require commercial and residential buildings to install Knox Boxes.

NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, THAT CHAPTER 93, FIRE PREVENTION, BE AMENDED AS FOLLOWS:

Section 1:

§93-06. Knox Box. For commercial, residential and other locations with restricted access through locked gates.

A. **Purpose.** The Commission of North Bay Village, Florida has determined that the health, welfare, and safety of the citizens and business owners of North Bay Village are promoted by requiring certain structures to have a key lock box installed on the exterior of the structure to aid the North Bay Village Police Department in gaining access to or within a structure, when responding to calls for emergency service, and to aid access into or within a building that is secured or is unduly difficult to gain entry due to being unoccupied or if the occupants are unable to respond.

B. **Definitions.**

1. "Commercial Structure" means any building with more than 50 percent of its floor space used for commercial activities, including the sale of products or services.
2. "Knox Box" means a secure rapid entry system used by Police Department Personnel in the event of an emergency to gain entry into a structure by using the enclosed owner provided key(s). All boxes shall be UL (Underwriters Laboratories) certified and approved by the Village's Chief of Police.
3. "Multi-Family Residential Structure" means a structure comprised of 3 or more units used primarily for a dwelling house.

C. **Knox Box Required for New Commercial Structures.** All new commercial buildings shall have installed a Knox Box 3200 Series in a location specified by the Village's Chief of Police prior to the issuance of the Certificate of Occupancy.

D. **Knox Box Required for Existing Commercial Structures.** All existing commercial buildings equipped with automatic fire detection and/or suppression system shall have installed a Knox Box 3200 Series in a location specified by the Village's Chief of Police within six (6) months of the effective date of this Ordinance.

E. **Knox Box Required for Multi-Family Residential Structures.** All multi-family residential structures that have restricted access through gates or doors and have a common corridor for access to the living units shall have installed a Knox Box 3200 Series or 1650 Series in a location specified by the Village's Chief of Police within six (6) months of the effective date of this Ordinance.

F. Knox Box Contents. All Knox Boxes shall contain labeled keys, easily identified in the field to provide access into the property and/or building, and to any locked areas within the said building as the Village's Chief of Police may direct. The operator of the building shall immediately notify the Chief of Police or Building Official when any locks are added, changed or rekeyed, which cannot be opened by the current key set in the Knox Box. Additional keys should be added to the Knox Box immediately. The contents of the Knox Box should include (but not limited to) the following:

1. Keys to locked points of ingress or egress, whether on the interior or exterior of such buildings.
2. Building Access Cards, as needed, or combinations to locks, if needed.
3. Keys to any other areas as requested by the Chief of Police or Building Official.

G. Installation and Location. All Knox Boxes shall be recess mounted into the building/structure at a height of not less than six (6) feet above the ground (surface grade) nor more than eight (8) feet above the ground (surface grade). The "face plate" of the Knox Box shall be flushed with the exterior façade of the structure/building. All Knox Boxes shall be located directly above (or as close as reasonably possible to) the main entrance to the structure/building.

H. Police Department Responsibilities. Every police department personnel shall carry a Knox Box Master Key, readily available for an emergency scene.

I. Penalties.

1. Any property or building owner failing to comply with, or in violation of, the terms of this Ordinance after notice from the Village's Chief of Police shall be subject to a fine of not more than Five Hundred Dollars (\$500.00), and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent North Bay Village or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

2. If any sentence, clause or section or any part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such constitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses or sections or parts of the same contained in this Ordinance.

Section 2: If any part of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3: All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed or amended to the extent of such inconsistency.

Section 4: This Ordinance shall take effect after final passage and publication according to law.

A motion to approve the foregoing Ordinance on first reading on December 9, 2014 was offered by Commissioner Richard Chervony, seconded by Mayor Connie Leon-Kreps.

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Absent</u>
Commissioner Eddie Lim	<u>No</u>

A motion to approve the foregoing Ordinance on final reading was offered by seconded by

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED this ____ day of _____.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Robert L. Switkes & Associates, P.A.
Village Attorney & Boniske, P.L.

North Bay Village Ordinance: Knox Box.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

North Bay Village

DATE: November 18, 2014

TO: Yvonne P. Hamilton
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 93 OF THE VILLAGE CODE ENTITLED "FIRE PREVENTION," TO REQUIRE KNOX BOXES AT NEW COMMERCIAL BUILDINGS, EXISTING COMMERCIAL BUILDINGS, NEW RESIDENTIAL BUILDINGS, AND EXISTING RESIDENTIAL BUILDINGS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

TAMPA AREA

Tearful farewell to officer

Associated Press

LUTZ, Fla. — The mournful sound of bagpipes, a helicopter flyover and a 21-gun salute formed a tearful pageantry of loss as hundreds bid farewell Saturday to a slain Florida officer.



KONDEK

Gathering to bury Officer Charles Kondek of the Tarpon Springs Police six days after he was gunned down and two days after Christmas, his family reflected on how hard the holiday was without him. "We miss him so much. Charlie was our best friend," Kondek's family said in a statement released before his memorial service at Idlewild Baptist Church in Lutz. "His heart was wide open. He loved Christmas and his excitement would fill the house every year as he played Christmas carols and announced that Santa had come. This year, opening Christmas gifts without him was unbearable, knowing that the gifts we opened from him this year would be our last."

Kondek was responding to a noise complaint early last Sunday when a fugitive, 23-year-old Marco Antonio Parilla Jr., fired multiple rounds at the officer, striking him once above his bulletproof vest, authorities said. Parilla then ran over the officer, police said. He has been charged with first-degree murder.

Kondek, 45, was married with six children in a 90-minute memorial, his youngest daughter, 15-year-old Aleena Kondek, told mourners her mother had "lost her best friend and the love of her life." "My dad died as a hero," she said, "but he was my hero before he was any of yours."

GULF COAST

Loud booms? They're from test range Whiskey 470

BY HOWARD ALTHAN
The Tampa Tribune

TAMPA — The military calls it "Whiskey 470," a roughly 200-rectangular-mile patch of airspace over the Gulf of Mexico about 30 miles northwest of Tampa. It's a busy place where pilots learn how to fly one of the newest and most sophisticated fighters in the Air Force inventory.

Few people outside of military and aviation circles have heard about Whiskey 470. But recently, folks as far inland as Gainesville began reporting loud booming noises likely emanating

from it.

"People are saying that their houses are shaking and windows rattling," according to a post on the Citrus County sheriff's website.

The noises were tied to military exercises run out of Tyndall Air Force Base in Panama City that were taking place in airspace over the Gulf, said Aaron Gallaher, spokesman for the state's Division of Emergency Management.

"The atmospheric conditions were right so that the sound carried very far inland," said Gallaher. "It was a freak occurrence."

Still, the division put out a notice last week warning the public that the exercises will continue through the end of this week and that 34 Florida counties could be affected by noise, including Hillsborough, Pinellas, Pasco, Polk, Hernando and Citrus.

Whiskey 470 is part of a much larger area called the Gulf of Mexico Complex, stretching to about 20 miles east of the Louisiana coastline. Like much of the U.S., Florida is surrounded by restricted airspace. South of Whiskey 470 is Whiskey 168, from just south of Tampa to around the Florida Keys. The Federal Aviation Administration considers these "warning areas," where the military trains and civilian aircraft can

enter only after coordinating with the military.

A lot of coordination is required for these areas. The FAA controls the airspace in warning areas, and civilian aircraft fly through the areas on direct routes when the airspace is not in use by the military, according to the FAA, which has formal agreements with the Pentagon over airspace use.

While military use of some warning areas is scheduled in advance, sometimes it is on short notice.

The agreement between the FAA and the Pentagon allows the FAA to resume using the airspace when it cannot re-route flights around the warning areas because of severe weather. And there is al-

so the Holiday Airspace Release Program, allowing commercial flights to transit special use airspace to give airlines a more efficient routing during busy travel periods, according to the FAA.

The Gulf complex is hopping these days, said Herman Bell, Tyndall's spokesman.

Tyndall is home to the 43rd Fighter Squadron, the nation's only F-22 Raptor training unit, and pilots routinely fly through the warning area practicing aerial combat, he said.

"Not only do pilots learn how to fly the F-22, they learn how to fight it too in that airspace," said Bell, adding that the pilots take on other manned aircraft as well as remotely piloted F-4 Phantoms.

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Sabre Hospitality Solutions.
Marketing Consulting

Marketing your property to the right audience, at the right time, with the right message is the key to your success. Sabre Hospitality Solutions offers marketing consulting services to help your team make the most of every opportunity to promote your property.

Online Marketing Campaign Management
Our experts help you make the most of every online marketing opportunity

With so many online marketing options available, and more being added each day, how can you maximize each opportunity? Each Website is a chance to engage with a potential or existing customer. Is your offer, rate, message and timing consistent and optimized in every channel you have at your disposal?

Sabre Hospitality Solutions' dedicated experts will work closely with you in a consultative partnership to provide comprehensive strategies and innovative technology solutions that harness the power and full potential of the Internet. We'll map out an integrated campaign across available electronic channels while evaluating the opportunity and effectiveness of each one. Sabre Hospitality Solutions also offers tools to help manage the process and track results.

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US Direct: 817-567-9792

**NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON TUESDAY, JANUARY 13, 2015 AT 7:00 PM, OR AS SOON AS POSSIBLE THEREAFTER AT VILLAGE HALL, 1800 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE COMMISSION WILL CONSIDER THE FOLLOWING AT PUBLIC HEARINGS:

1. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 22, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTION 22.6 THROUGH 22.89 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE. (SECOND READING)
2. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 22 OF THE VILLAGE CODE ENTITLED "FIRE PREVENTION" TO REQUIRE KNOX BOXES AT BUILDINGS AND EXISTING RESIDENTIAL BUILDINGS, NEW RESIDENTIAL BUILDINGS, PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)
3. AN APPLICATION BY GERHARD BESCHTOLDT CONCERNING PROPERTY LOCATED AT 1870 SOUTH TREASURE DRIVE, TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA FOR THE CONSTRUCTION OF A DOCK PERTAINING TO SECTION 18.11(07) OF THE VILLAGE CODE.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE COMMISSION C/O THE VILLAGE CLERK, 1800 KENNEDY CAUSEWAY, #101, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE VILLAGE CLERK DURING REGULAR BUSINESS HOURS AT 1800 KENNEDY CAUSEWAY, #100. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 18.01(6), FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

SYLVANNE R. HAMILTON, CMC
VILLAGE CLERK
(December 22, 2014)

**NOTICE OF PUBLIC HEARING
CITY OF SOUTH MIAMI**

Planning and Zoning Department
6130 Sunset Drive, South Miami, Florida 33143
Phone: (305) 963-6320, Fax #: (305) 664-4541

On Tuesday, January 13, 2015 at 7:00 P.M., the City of South Miami's Planning Board will conduct public hearings in the City Commission Chambers at the above address on the following items:

1. PB-15-001
Applicant: Pasion Del Cielo Coffee Company
Location: 5701 Sunset Drive
A Resolution for Special Use Approval to permit a general restaurant at 5701 Sunset Drive, Shops at Sunset Place, Unit C11C, within the Specialty Retail "SR", Homeowners District Overlay "HD-OV"
1. PB-15-002
Applicant: Cerrig Holdings, LLC
Location: 6121 SW 76th Street
A Resolution relative to a request for the construction of a...

Get paid to shop for the holidays!

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Shop at TARGET and earn \$50 from Find&Save.

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Okay, got it!



North Bay Village

Administrative Offices

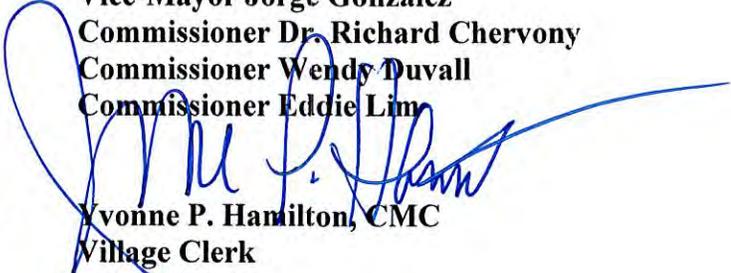
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

DATE: January 5, 2015

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

FROM: 
Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Appointment of Members to the Business Development Advisory Board

RECOMMENDATION:

It is recommended that the Village Commission consider the attached two applications submitted for membership to the Business Development Advisory Board from Scott Greenwald and Miguel Barbagallo.

Pursuant to Section 32.79 of the Village Code, the Board is to consist of five members including residents located anywhere in the Village, as well as business owners. There are currently no members on the Board.

As of this date, only these two applications have been submitted for consideration.

BUDGETARY IMPACT:

There is no impact to the budget for appointing the members.

PERSONNEL IMPACT:

Village Staff will attend the meetings.

CONTACT:

Yvonne P. Hamilton, Village Clerk



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

BOARD/COMMITTEE APPLICATION

NAME Scott Greenwald TELEPHONE # 305-667-2225
 MAILING ADDRESS 7301 SW 57th Court, Suite 565 South Miami, FL 33143
 VILLAGE RESIDENT: YES NO HOW MANY YEARS 33
 BUSINESS OWNER: YES NO PAST OR PRESENT Present
 NAME AND ADDRESS OF BUSINESS The Loxi Retail - 1700 Kennedy Causeway, IOD Property - 1415 NE 79th St
 HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 14

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- ANIMAL CONTROL ADVISORY COMMITTEE
- ARTS, CULTURAL & SPECIAL EVENTS BOARD
- BUSINESS DEVELOPMENT ADVISORY BOARD
- CITIZENS BUDGET AND OVERSIGHT BOARD
- COMMUNITY ENHANCEMENT BOARD
- PLANNING & ZONING BOARD
- YOUTH & EDUCATION SERVICES BOARD

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO
 HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO
 HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO
 ARE YOU A REGISTERED VOTER? YES NO (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:
Community Enhancement Board, Citizens Budget and Oversight Board - NBV

- I have been a Real Estate Developer and have been involved in North Bay Village for 14 years

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I have been involved in real estate and redevelopment of real estate for over 20 years. I am involved in the revitalization of North Bay Village and would like to help develop the business climate in NBV.

(Members of the Planning & Zoning Board are required to file a Statement of Financial Interest annually with the Miami-Dade Elections Department. Additionally, at least four hours of Ethics Training is required for all Board members during their term of Office.)

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



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

BOARD/COMMITTEE APPLICATION

NAME MIGUEL ANGEL BARBAGALLO TELEPHONE # 305-631-6660

MAILING ADDRESS 1870 NW SOUTH RIVER DR, MIAMI, FL, 33125

VILLAGE RESIDENT: YES _____ NO HOW MANY YEARS _____

BUSINESS OWNER: YES NO _____ PAST OR PRESENT PRESENT

NAME AND ADDRESS OF BUSINESS 1755 NBV, LLC MANAGER, BRL MANAGERIES GROUP, CORP PRESIDENT, B DEVELOPMENTS, LLC MANAGING MEMBER

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? 2 YEARS

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- | | | | |
|--|-------------------------------------|----------------------------------|--------------------------|
| ANIMAL CONTROL ADVISORY COMMITTEE | <input type="checkbox"/> | COMMUNITY ENHANCEMENT BOARD | <input type="checkbox"/> |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input type="checkbox"/> | PLANNING & ZONING BOARD | <input type="checkbox"/> |
| BUSINESS DEVELOPMENT ADVISORY ^{BOARD} COMMITTEE | <input checked="" type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input type="checkbox"/> |
| CITIZENS BUDGET AND OVERSIGHT BOARD | <input type="checkbox"/> | | |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO _____

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES _____ NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES _____ NO

ARE YOU A REGISTERED VOTER? YES NO _____ (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

PRESIDENT OF ALTA DE MIAMI CONDO ASSOCIATION 2009-2011 120 UNITS
PRESIDENT OF AUTUMN CHASE CONDO ASSOCIATION 2010 - CURRENT 232 UNITS
PRESIDENT OF SABAL PALMS CONDO ASSOCIATION 2010 - CURRENT 172 UNITS
MEMBER (FOUNDER) OF CITECH (CONF. INMOBILIARIA MERCOSUR ECHILE) 1996-1999
VICE PRESIDENT OF CAMARA INMOBILIARIA ARGENTINA 1997-1999

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

DEVELOPER 40 YEARS OF EXPERIENCE - AUGMENTED ATTORNEY AND
PHD IN CIVIL LAW - RUNNING 2 PROJECTS ON NORTH BAY
VILLAGES

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM

DATE: January 5, 2015

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

RECOMMENDED BY STAFF/COMMISSIONER:

Frank K. Rollason
Village Manager

PRESENTED BY STAFF:

Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Appointment of Member to the Community Enhancement Board

RECOMMENDATION:

It is recommended that the Village Commission consider the application of Andreana Jackson, 1900 S. Treasure Drive, to the Community Enhancement Board. Ms. Jackson previously served on the Board, and was a very active member. After her plans for relocation from the Village changed, she expressed interest in continuing to serve.

The Commission appointed five members to the Board on December 9, 2014. However, with the resignation of Benjia Morgenstern, a vacancy exists on the Board.

Current Members are:

Scott Grenald, 7700 Beach View Drive
Diana Quintera, 1625 Kennedy Causeway
Dora Tano, 7529 Buccaneer Avenue
Ana Watson, 7945 East Drive

Only this application is available for consideration at this time.

BUDGETARY IMPACT:

There is no impact to the budget for appointing the members.

PERSONNEL IMPACT:

Village Staff will attend the meetings.

CONTACT:

Frank K. Rollason, Village Manager
Yvonne P. Hamilton, Village Clerk



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

SEP 17 AM 8:52

**CITY OF NORTH BAY VILLAGE
BOARD/COMMITTEE APPLICATION**

NAME Andreana D. Jackson TELEPHONE # 816-977-5098

MAILING ADDRESS 1801 S. Treasure Drive #520 North Bay Village, FL 33141

CITY RESIDENT: YES NO HOW MANY YEARS 3

BUSINESS OWNER: YES NO PAST OR PRESENT

NAME AND ADDRESS OF BUSINESS N/A

HOW LONG HAVE YOU BEEN OPERATING IN THE CITY? N/A

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- ANIMAL CONTROL ADVISORY COMMITTEE
- ARTS, CULTURAL & SPECIAL EVENTS BOARD
- BUSINES DEVELOPMENT ADVISORY COMMITTEE
- CITIZEN BUDGET AND OVERSIGHT BOARD
- COMMUNITY ENHANCEMENT BOARD
- PLANNING & ZONING BOARD
- YOUTH SERVICES BOARD

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A CITY BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A CITY EMPLOYEE? YES NO

ARE YOU A REGISTERED VOTER? YES NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

Mayor	Vice-Mayor	Commissioner	Commissioner
Connie Leon-Kreps	Eddie Lim	Stuart Blumberg	Dr. Richard Chervony

ANDREANA D. JACKSON
CITY OF NORTH BAY VILLAGE
BOARD/COMMITTEE APPLICATION

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

Please refer to my attached resume for work experience. Civic service includes being a registered voter since 1995 on my eighteenth birthday and always being an informed citizen on current events that affect my community and the world at large. Since moving to North Bay Village in March of 2009, I knew the city had not reached full potential, as a member of the Community Enhancement Board I would have the opportunity to aid in that process to moving the city forward.

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE:

I have attended the University of Kansas for my undergraduate course work in Communications Studies and Barry University for my master degree in Organizational Learning and Leadership. Both intuitions taught me the value of hard work making tough decisions based on need not popularity and the value of team work. I believe my interpersonal and organizational skills would add value to North Bay Village Community Enhancement Board.

ANDREANA D. JACKSON
andreana.jackson@gmail.com
(816) 977-5098 Mobile

PROFESSIONAL PROFILE

Accomplished candidates with the proven talent to manage develop, plan and implement organizational training session and conference events. Highly organized with the ability multi-task while maintaining primary focus on priority assignments. Developed a reputation for displaying professionalism and high levels of integrity. Proficient with software packages such as Microsoft Office Suite, Adobe Acrobat; Access, Publisher, and SharePoint.

EDUCATION

- Master of Science Organizational Learning and Leadership
Barry University, Miami Shores, FL May 2011
- Bachelor of General Studies Communications
University of Kansas, Lawrence, KS May 2008

WORK EXPERIENCE

Camber Corporation/ US Southern Command, Doral Florida
Joint Training Facilitator Specialist

07/25/11-6/17/12

- Managed collaboration on various projects that involved aspects of training, instructional/training system planning, analysis, design, development, implementation, evaluation.
- Managed training rooms and facilities scheduling and set-up environment (computers, projectors, whiteboards, and video-conference) for meetings, collaborations, presentations, etc.
- Applied instructional design expertise and supported to the production of a broad range training products which included a wide variety of formats and delivery vehicles: online, hardcopy and storyboards, guides, and briefings.
- Responsible for planning and executing department conferences and events including site selection, contract negotiations, produced all event collateral maintained conference registration website and email blast. Managed coordination for AV support for conferences and events.

US Southern Command, Doral, Florida

Partnering and Military Education Coordinator

02/14/11-07/25/11

- Responsible for logistics of all VIP visits for US Professional Military Education and Partner Nation education institution representatives to the headquarters.
- Developed visit concepts for distinguished visitors and ensured execution with critical points of contact in advance of scheduled events.
- Arranged schedules for general officers, and senior executives to participate in conferences meetings for up to 100-80 attendees.

Miami Gay and Lesbian Film Festival, Miami, Florida

Membership & Box Office Coordinator Temporary

02/08/2010-05/05/2010

- Administrative duties included answering phones, running the front office and assisting internal and external customers.
- Collaborated with graphic design team in editing festival media guide and event invitation design.
- Responsible for selling and renewing festival memberships, which included cold calling, mailing letters, answering member inquires.
- Responsible for processing and selling festival ticket orders for all events.

U.S. Army Command & General Staff College, Fort Leavenworth, KS

Public Affairs/Event Specialist

09/03/07-09/03/08

- Planned command conferences and ceremonies for 300 - 2,000 attendees. Developed media products for distribution during major events.
- Prepared, coordinated, executed and evaluated major media events and press conference for VIP personnel including General Colin Powell and the Excellency President of Uganda. Managed travel itineraries for distinguished guests and high-ranking world dignitaries.
- Updated, edited, maintained, and composed content for Command website drafted and edited news releases for local and national media.
- Administered public relations training for military officers for war time response to media.
- Conducted literature research and maintained a database of relevant news stories for Professional Military Education College.

Fort Leavenworth Unified School District, Fort Leavenworth, KS

Substitute Teacher

11/06/06-06/10/07

- Taught classroom lessons and monitored students, grades K-12.
- Established excellent rapport with administration, resulting in frequent requests to substitute.
- Enforced strong classroom management strategies.

Full Employment Council, Kansas City, MO

Intern for "Youth to Work" Program

06/07/01-08/01/01

- Synchronized logistical placement of 60 - 80 youth participants, 14-15 years of age, into community work sites.
- Conducted up to 10 weekly work site visits to foster job skill development.
- Briefed participants and managers; and-mediated concerns.

Nordstrom, Kansas City, MO

Customer Service Specialist

11/15/98- 05/10/01

- Served as customer service agent for upscale department store.
- Conducted occasional inventory duties.
- Met and often exceed sales goals.



North Bay Village

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MEMORANDUM

DATE: January 5, 2015

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

RECOMMENDED BY STAFF/COMMISSIONER:

Frank K. Rollason
Village Manager

PRESENTED BY STAFF:

Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Appointment of Members to the Youth & Education Services Board

RECOMMENDATION:

It is recommended that the Village Commission consider the following applications for membership to the Youth & Education Services Board. These are the only applications received to date:

Rosa Neely, 7901 Hispanola Avenue
Keir Rocha, 7900 Harbor Island Drive
Scott Grenald, 7700 Beach View Drive

Note: The Village's Policies and Procedures require members of advisory boards to undergo a successful background check when they will be working directly with children.

BUDGETARY IMPACT:

There is no impact to the budget for appointing the members.

PERSONNEL IMPACT:

Village Staff will attend the meetings.

CONTACT:

Frank K. Rollason, Village Manager
Yvonne P. Hamilton, Village Clerk



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BOARD/COMMITTEE APPLICATION

NAME Rosa M. Neely TELEPHONE # 305-431-7836

MAILING ADDRESS 7901 Hispanola Avenue # 704

VILLAGE RESIDENT: YES NO HOW MANY YEARS 8

BUSINESS OWNER: YES NO PAST OR PRESENT NO

NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- | | | | |
|---------------------------------------|--------------------------|----------------------------------|-------------------------------------|
| ANIMAL CONTROL ADVISORY COMMITTEE | <input type="checkbox"/> | COMMUNITY ENHANCEMENT BOARD | <input type="checkbox"/> |
| ARTS, CULTURAL & SPECIAL EVENTS BOARD | <input type="checkbox"/> | PLANNING & ZONING BOARD | <input type="checkbox"/> |
| BUSINESS DEVELOPMENT ADVISORY BOARD | <input type="checkbox"/> | YOUTH & EDUCATION SERVICES BOARD | <input checked="" type="checkbox"/> |
| CITIZENS BUDGET AND OVERSIGHT BOARD | <input type="checkbox"/> | | |

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO

ARE YOU A REGISTERED VOTER? YES NO (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:
Past member of the NBV Youth Services & Education Board. Education Liaison for NBV

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)
As a mom of 4 kids, PTA President of TIES and past member of this board I am well aware of the needs of our community when it comes to our youth. I am also engaged with the Health Task Force for our schools clinic and on the Education Board for the City of Miami Beach (which our school feeds into) so that I can be part of the decisions made there that affect NBV children at TIES.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement".

- | | | | | |
|----------------------------|-------------------------|--------------------------------------|------------------------------|--------------------------------|
| Mayor
Connie Leon-Kreps | Vice Mayor
Eddie Lim | Commissioner
Dr. Richard Chervony | Commissioner
Wendy Duvall | Commissioner
Jorge Gonzalez |
|----------------------------|-------------------------|--------------------------------------|------------------------------|--------------------------------|



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BOARD/COMMITTEE APPLICATION

NAME: Keir Rocha

TELEPHONE #: 202-315-8715

MAILING ADDRESS: 7900 Harbor Island Dr. PH 10

VILLAGE RESIDENT: YES X NO _____

HOW MANY YEARS 1

BUSINESS OWNER: YES _____ NO X

PAST OR PRESENT _____

NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

ANIMAL CONTROL ADVISORY COMMITTEE

COMMUNITY ENHANCEMENT BOARD

ARTS, CULTURAL & SPECIAL EVENTS BOARD

PLANNING & ZONING BOARD

BUSINESS DEVELOPMENT ADVISORY BOARD

YOUTH & EDUCATION SERVICES BOARD

CITIZENS BUDGET AND OVERSIGHT BOARD

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO _____

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES _____ NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES _____ NO

ARE YOU A REGISTERED VOTER? YES NO _____ (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

- Eight years experience in financial services including real estate and investment banking
- Currently working in Finance at Carnival Cruise Lines
- MBA from the Darden School of Management and BA in Finance from Morehouse College

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

From an early age I have spent considerable time volunteering as a mentor, tutor and coach to school age kids. Most notably, I spent 5 years as a mentor in the Big Brothers and Big Sisters of America (BBBS) program. I also served as Secretary for the Northern Virginia chapter of BBBS. Additionally, as an employee of Freddie Mac I was a child mentor and served on the advisory committee for JC Nalle Elementary School in Washington DC. Throughout my career, I have served in a number of leadership roles professionally, educationally and in my volunteer efforts. My leadership experience has enabled me to construct the group agenda and lead the execution of group priorities, while working well with fellow stakeholders. I believe my experience and enthusiasm will make an excellent addition to the Youth & Education Service Board.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



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BOARD/COMMITTEE APPLICATION

NAME Scott Grenald DATE 12/3/14
 MAILING ADDRESS 7700 Beach View Dr
 EMAIL Scott.Grenald@SobeJewelry.net TELEPHONE # 786-261-7592
 VILLAGE RESIDENT: YES NO HOW MANY YEARS 17 261-7592
 BUSINESS OWNER: YES NO PAST OR PRESENT
 NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- ANIMAL CONTROL ADVISORY COMMITTEE COMMUNITY ENHANCEMENT BOARD
- ARTS, CULTURAL & SPECIAL EVENTS BOARD PLANNING & ZONING BOARD
- BUSINESS DEVELOPMENT ADVISORY BOARD YOUTH & EDUCATION SERVICES BOARD
- CITIZENS BUDGET AND OVERSIGHT BOARD

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO
 HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO
 HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO
 ARE YOU A REGISTERED VOTER? YES NO
 (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:
Good knowledge in time planning

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

(Members of the Planning & Zoning Board are required to file a Statement of Financial Interest annually with the Miami-Dade Elections Department. Additionally, at least four hours of Ethics Training is required for all Board members during their term of Office.)

- Mayor
Connie Leon-Kreps
- Vice Mayor
Eddie Lim
- Commissioner
Dr. Richard Chervony
- Commissioner
Wendy Duvall
- Commissioner
Jorge Gonzalez



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OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING

**NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141**

DECEMBER 9, 2014 - 7:36 P.M.

1. CALL TO ORDER

The meeting was called to order by Mayor Connie Leon-Kreps at 7:36 p.m.

PLEDGE OF ALLEGIANCE

Resident Robert Breiner led the Pledge of Allegiance.

ROLL CALL

Present were the following:

Commissioner Richard Chervony
Vice Mayor Jorge Gonzalez
Mayor Connie Leon-Kreps
Commissioner Eddie Lim

Commissioner Wendy Duvall was absent due to a family emergency.

Vice Mayor Jorge Gonzalez made a motion to excuse the absence of Commissioner Wendy Duvall. Commissioner Richard Chervony seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Eddie Lim, Mayor Connie Leon-Kreps, and Vice Mayor Jorge Gonzalez all voting Yes.

Also Present:

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Village Attorney Robert L. Switkes
Finance Director Bert Wrains
Public Works Director Rodney Carrero-Santana
Chief Robert Daniels
Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Jenorgen Guillen
Village Planner Jim LaRue

2. A. PROCLAMATIONS AND AWARDS

1. MIAMI BEACH SENIOR HIGH SCHOOL ROTC-VOLUNTEERS AT HALLOWEEN PARTY

Members of the Miami Beach Senior High School ROTC who volunteered at the Village Halloween Party were recognized for their services. None of the individuals were in attendance.

2. 360 CONDOMINIUM/HARBOR ISLAND LANDSCAPING IMPROVEMENTS

The 360 Condominium Association was recognized for their contribution to the Village for making landscaping improvements to the entrance of Harbor Island. The Property Manager Jason Apolinario accepted the award on behalf of the association.

3. RESIDENT WILLIAM WEBB/N. BAY ISLAND LANDSCAPING IMPROVEMENTS

Mr. William Webb was recognized for his contribution to the Village for installing native plantings at the entrance to North Bay Island. The Mayor presented him with a Proclamation and an Award for his efforts.

4.. VOLUNTEERS-BEAUTIFICATIN OF NORTH BAY ISLAND

A group of North Bay Island residents was recognized for their volunteer work in beautifying the island by installing additional plants on each side of the Guard House. They were not in attendance.

B. SPECIAL PRESENTATIONS

There were no special presentations.

C. ADDITIONS AND DELETIONS

Commissioner Richard Chervony requested that Item 10B be removed from the Consent Agenda to be discussed separately.

Commissioner Eddie Lim requested to add a new item 15F entitled “Frank K. Rollason, Village Manager”, to the agenda.

Vice Mayor Jorge Gonzalez made a motion to approve the agenda as amended. Commissioner Richard Chervony seconded the motion, and all voted in favor.

3. GOOD & WELFARE

Al Coletta, of 7904 West Drive, Reinaldo Trujillo, of 7601 E. Treasure Drive, Kevin Vericker, of 7520 Hispanola Avenue, and Gustava Fanfan, of 1881 Kennedy Causeway addressed the Commission.

4. BOARD REPORTS

A. COMMUNITY ENHANCEMENT BOARD

A report was not provided.

B. PLANNING & ZONING BOARD

The Chair Reinaldo Trujillo, reported on the December 2, 2014 Board Meeting.

5. PUBLIC SAFETY DISCUSSION

Chief Daniels reported on public safety issues.

6. COMMISSIONERS' REPORTS

Mayor Connie Leon-Kreps, Commissioner Richard Chervony, Commissioner Eddie Lim, and Vice Mayor Jorge Gonzalez all provided verbal reports.

Mayor Connie Leon-Kreps suggested, and Vice Mayor Jorge Gonzalez made a motion to hold a Workshop to discuss increase bringing business to the Village. Commissioner Richard Chervony seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony and Vice Mayor Jorge Gonzalez all voting Yes.

Mayor Connie Leon-Kreps requested that Item 10C be removed from the Consent Agenda to be discussed separately.

Vice Mayor Jorge Gonzalez made a motion to approve the agenda as amended. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor.

Vice Mayor Jorge Gonzalez made a motion to remove Item 10C from the Consent Agenda to be addressed separately. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor.

7. VILLAGE ATTORNEY'S REPORT

The Village Attorney provided a verbal report.

8. VILLAGE MANAGER'S REPORT

A. Grant Writer's Report

Lakeesha Morris, of BellTower Consulting Group, LLC, Village Grant Writer discussed the status of grants. Her written report was included in the agenda package.

Village Manager Frank K. Rollason discussed his report which was included in the agenda package. He requested that the Commission hold workshops on the following topics: Underground Utilities, Baywalk Public Accessibility, and Harbor Island Parking Plan.

Commissioner Richard Chervony suggested that the New Village Hall be added to the list of items.

Commissioner Richard Chervony made a motion for the Commission to hold workshops on the following: (1) Underground Utilities, (2) Baywalk Public Accessibility (3) Harbor Island Parking Plan, and (4) New Village Hall, with item 3 and of the highest priority. The workshop previously approved herein to "Increase bringing businesses to the Village" will be the second priority. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie

Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

The workshops will be held on Saturdays during the months of February and/or March.

Commissioner Richard Chervony made a motion to hold a Special Commission Meeting on January 27, 2014 at 7:30 p.m. to address Planning & Zoning Board issues and any other items that need to be addressed. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

B. Village Planner's Report

Village Planner Jim LaRue discussed the Comprehensive Plan, the meaning of an overall Master Plan for the Village, density, variances, and building height bonuses.

9. FINANCE REPORT

Finance Director Bert Wrains presented the report.

10. CONSENT AGENDA: (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING THE FISCAL YEAR 2014 AND FY 2015 BUDGETS; MAKING END OF YEAR ADJUSTMENTS TO THE ANNUAL BUDGET ADOPTED ON SEPTEMBER 25, 2013 FOR FISCAL YEAR OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014; REBUDGETING FUNDS FROM FY 2014 TO FY 2015 FOR THREE ONGOING PROJECTS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE BUDGET AMENDMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK ROLLASON)

Vice Mayor Jorge Gonzalez made a motion to approve the Consent Agenda Item 10A. Commissioner Richard Chervony seconded the motion which carried 4-0 on a roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes.

Item 10B and 10C were removed from the Consent Agenda and discussed separately.

- 10B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO LAW ENFORCEMENT MUTUAL AID AGREEMENTS WITH THE CITY OF MIAMI BEACH AND MIAMI SHORES VILLAGE; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony made a motion to adopt the Resolution with the condition to revise the Mutual Aid Agreement to show the correct name of the Village Attorney. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- 10C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING THE FLORIDA DEPARTMENT OF ELDER AFFAIRS COMMUNITIES FOR A LIFETIME INITIATIVE; PROVIDING FOR INSTRUCTIONS TO THE VILLAGE CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The Village Clerk read the Resolution by title.

The Mayor thanked resident Robert Breiner for bringing the issue to the Village's attention.

Mr. Breiner addressed the Commission.

Mayor Connie Leon-Kreps made a motion to approve the Resolution and Commissioner Richard Chervony seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the public session of the meeting.

The vote on the motion to approve the Resolution was as follows: Commissioner Eddie Lim, Commissioner Richard Chervony, Vice Mayor Jorge Gonzalez, and Commissioner Richard Chervony all voting Yes.

Vice Mayor Jorge Gonzalez made a motion to hear Items 13C, 13B, and 13A next on the agenda. Commissioner Richard Chervony seconded the motion, and all voted in favor.

13C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A DOCK AND PILINGS AT 8000 WEST DRIVE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk read the Resolution by title.

Village Attorney Robert L. Switkes advised the Board on the quasi judicial process for the meeting, including the requirement to disclose exparte communication.

The Commission members disclosed that there was no exparte communication.

The Village Attorney swore in those individuals who indicated that they would be testifying.

Village Planner Jim LaRue made a brief presentation recommending approval of the request with the conditions outlined in the Staff Report.

Brett J. Gelsomino, Development Manager, ZOM, Florida, 200 E. Broward Boulevard, Suite 1200, Ft. Lauderdale, FL 33301, representative of the applicant addressed the Commission and gave assurance that construction of the dock will not result in any modification to the promenade in the surrounding area.

Commissioner Richard Chervony made a motion to approve the request with the following conditions, and Vice Mayor Jorge Gonzalez seconded the motion.

1. Submittal of evidence from the appropriate agency for granting a waiver to extend 15 feet past the 25 foot limitation from the shoreline, pursuant to Section 150.11(A) of the Village Code.
2. Verification of the 5 foot height restriction (Section 150.11C) at the time of building permit issuance.
3. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
4. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

5. Cost Recovery changes must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
6. Authorization or issue of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.

The Mayor opened the Public Hearing.

Robert Breiner, of 7941 West Drive, addressed the Commission.

Counsel for the applicant, Spencer Crowley, Akerman LLP, One Southeast Third Avenue, 25th Floor, Miami, FL 33131 addressed the Commission and agreed to the conditions outlined above.

The Mayor closed the Public Hearing.

The vote on the motion to approve the request for the construction of an ancillary dock at 8000 West Drive was approved by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

13B. AN APPLICATION BY 7940 WEST DRIVE, LLC CONCERNING PROPERTY LOCATED AT 7938 AND 7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA, FOR THE FOLLOWING:

1. **A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 152.042(E) AND 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO ALLOW UP TO TWENTY (20) PERCENT OF THE DEVELOPMENT'S REQUIRED PARKING SPACES TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES.**

2. **BONUS DENSITY APPROVAL, PURSUANT TO SECTION 152.029(C)(8)H OF THE NORTH BAY VILLAGE CODE OF ORDINANCES.**
3. **SITE PLAN APPROVAL PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES FOR DEVELOPMENT OF A 54-UNIT, 15-STORY CONDOMINIUM STRUCTURE WITH A PARKING GARAGE.**

The Village Clerk read the requests into the record.

Village Planner Jim LaRue made a brief presentation on the requests and explained that the property is being developed under the PRD regulations. He recommended approval of the project with the conditions set forth in the Staff Report.

Architect for the project, Victor H. Rodriguez, Atelier Architects International, 1800 S.W. 1st Avenue, Suite 604, Miami, FL 33129 described the project to the Commission.

Carl Peterson, of KB Construction, explained the traffic analysis.

The Mayor opened the Public Hearing.

Al Coletta, of 7904 West Drive and Satoko Umeda, Treasurer of Chateau Isle Co-op addressed the Commission.

Ms. Umeda noted that a suggestion was made at the Planning & Zoning Board Meeting regarding their request for a parking waiver, that the handicap parking space in front of 7939-7941 West Drive could be moved across the street, which would be in the area of the 7938-7940 West Drive development.

The Mayor closed the Public Hearing.

Commissioner Richard Chervony made a motion to approve the requests with the conditions recommended by Staff as follows, and Commissioner Eddie Lim seconded the motion.

- 1) Submittal of an irrigation plan which meets Miami-Dade Chapter 18A requirements.
- 2) Providing street tree lighting, as per Section 152.029(C)(9)7.

- 3) The public access easement and boardwalk must be dedicated and recorded. Applicant shall agree, in writing, that the boardwalk shall be opened to the public daily while the boardwalk is open; and boardwalk lighting shall remain on during hours to be determined by the Village.
- 4) Applicant shall comply with all conditions made by the Miami-Dade Shoreline Review Committee in Resolution 14 SDRC 06.
- 5) Meeting School Board Concurrency requirements as determined by School Board Staff.
- 6) Payment of any applicable impact fees.
- 7) Payment of bonus density fees for four two-bedroom units, as required under Section 152.029(C)(8)H.
- 8) Payment of bonus height fees, as required under Section 152.029(C)(8)A-F.
- 9) Tie-in to Village's wastewater system at a connection point determined by the Village and payment of pro-rata costs involved in tying into appropriate connection point.
- 10) Applicant shall agree that no on-site parking spaces may be sold or rented, but must be provided at no cost to the residents and guests of residents.
- 11) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
- 12) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
- 13) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

- 14) All applicable state and federal permits must be obtained before commencement of construction.
- 15) Applicant shall not lease or sell parking spaces.
- 16) Applicant shall not charge for guest parking.
- 17) Staging of construction materials shall occur on or off-site, and not on the public right-of-way.

The developer Javier Lluch accepted the conditions recommended by Staff as outlined above, as well as the amended condition concerning the boardwalk.

The votes on the motion to approve the requests with the conditions, including those that were added and amended were adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

13A. BROWNFIELD CLEANUP GRANT

Lakeesha Morris, the Village Grant Writer, explained the grant and provide an analysis of the Brownfield Cleanup Alternatives.

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

Vice Mayor Jorge Gonzalez made a motion to submit the application for the Brownfield Cleanup Grant. Commissioner Richard Chervony seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, and Vice Mayor Jorge Gonzalez all voting Yes.

11. PLANNING & ZONING CONSENT AGENDA

No Items.

12. ORDINANCES FOR FIRST READING AND RESOLUTION

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 93 OF THE VILLAGE CODE ENTITLED "FIRE PREVENTION," TO REQUIRE KNOX BOXES AT NEW COMMERCIAL BUILDINGS, EXISTING COMMERCIAL BUILDINGS, NEW RESIDENTIAL BUILDINGS, AND EXISTING RESIDENTIAL BUILDINGS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the ordinance by title.

Commissioner Richard Chervony made a motion to approve the Ordinance on first reading, and Mayor Connie Leon-Kreps seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

13. PUBLIC HEARINGS:

Items 13A, 13B, and 13C were heard earlier on the agenda.

14. UNFINISHED BUSINESS (DEFERRED FROM SEPTEMBER 9, 2014)

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY CREATING SUBSECTIONS 32.86 THROUGH 32.93 OF THE VILLAGE CODE FOR THE DEVELOPMENT OF A SPECIAL NEEDS ADVISORY BOARD; REPEALING RESOLUTIONS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JORGE GONZALEZ)**

The Village Clerk read the Ordinance by title.

Discussion ensued regarding the liability to the Village should members of the proposed Board disseminate confidential information received by special needs individual.

The Mayor opened the floor to public comments.

Reinaldo Trujillo, of 7601 E. Treasure Drive and Al Coletta, of 7904 West Drive addressed the Commission.

The Mayor closed the floor to public comments.

Vice Mayor Jorge Gonzalez made a motion to approve the Ordinance on first reading with amendments to provide for the Board to sunset one year from adoption of the ordinance, and for the inclusion of language to protect the Village by making members of the Special Needs Board liable should they disclose confidential information provided to the Village by individuals with special needs. Commissioner Richard Chervony seconded the motion, which was adopted by a 3-1 roll call vote. The vote was as follows: Commissioner Richard Chervony, Mayor Connie Leon-Kreps, and Vice Mayor Jorge Gonzalez all voting Yes. Commissioner Eddie Lim voted No.

15. NEW BUSINESS

A. APPOINTMENT OF ADVISORY BOARD MEMBERS

1. ARTS, CULTURAL & SPECIAL EVENTS BOARD

The Village Manager was directed to find out if the Community Enhancement Board was interested in combining with the Arts, Cultural & Special Events Board.

2. CITIZENS BUDGET & OVERSIGHT BOARD

Commissioner Richard Chervony made a motion to appoint Temante Leary to the Citizens Budget & Oversight Board. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Richard Chervony all voting Yes.

3. COMMUNITY ENHANCEMENT BOARD

Commissioner Richard Chervony made a motion to re-appoint the current members of the Community Enhancement Board for the 2014-2016 term (Diana Quintera, Benjia Morgenstern, and Ana Watson) and new applicants Scott Grenald and Dora Tano and defer appointments to other Boards until January. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

4. PLANNING & ZONING BOARD

The Commission voted by ballot as follows:

Mayor Connie Leon-Kreps elected:

Bud Farrey (North Bay Island)
Dr. Douglas Hornsby (North Bay Island)
Marvin Wilmoth (Harbor Island)
Reinaldo Trujillo (Treasure Island)
Bonifacio Lopez (Treasure Island)

Vice Mayor Jorge Gonzalez

Bud Farrey (North Bay Island)
Dr. Douglas Hornsby (North Bay Island)
Marvin Wilmoth (Harbor Island)
Bonifacio Lopez (Treasure Island)
Reinaldo Trujillo, (Treasure Island)

Commissioner Eddie Lim

Bud Farrey (North Bay Island)
Dr. Douglas Hornsby (North Bay Island)
Marvin Wilmoth (Harbor Island)
Bonifacio Lopez (Treasure Island)
Reinaldo Trujillo (Treasure Island)

Richard Chervony

Bud Farrey (North Bay Island)
Dr. Douglas Hornsby (North Bay Island)
Marvin Wilmoth (Harbor Island)

Reinaldo Trujillo (Treasure Island)
Doris Acosta (Treasure Island)

Commissioner Richard Chervony made a motion to appoint the members receiving the majority votes: Bud Farrey, Dr. Douglas Hornsby, Marvin Wilmoth, Bonifacio Lopez, and Reinaldo Trujillo to the Planning & Zoning Board. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**B. CAT TRAP, NEUTER, AND RELEASE PROGRAM
(MAYOR CONNIE LEON-KREPS)**

This item was deferred to the next Commission Meeting.

**C. FUNDING FOR SURVEILLANCE CAMERAS IN THE TWO
VILLAGE PARKS (MAYOR CONNIE LEON-KREPS)**

This item was deferred to the next Commission Meeting.

D. ADVISORY BOARDS (MAYOR CONNIE LEON-KREPS)

This item was deferred to the next Commission Meeting.

**E. ARTS, CULTURAL & SPECIAL EVENTS BOARD
(MAYOR CONNIE LEON-KREPS)**

This item was deferred to the next Commission Meeting.

16. APPROVAL OF MINUTES

A. REGULAR COMMISSION MEETING – OCTOBER 14, 2014

B. REGULAR COMMISSION MEETING – NOVEMBER 18, 2014

Commissioner Richard Chervony made a motion to approve the Minutes as submitted. Commissioner Eddie Lim seconded the motion, which was adopted by a 4-0 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

17. ADJOURNMENT

The meeting adjourned at 11:56 p.m.

Prepared: Yvonne P. Hamilton, CMC

Adopted by North Bay Village on

This 13th day of January, 2015.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)